



राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

सोमवार, 26 जुलाई, 2021 / 4 श्रावण, 1943

हिमाचल प्रदेश सरकार

LABOUR AND EMPLOYMENT DEPARTMENT

NOTIFICATION

1st June, 2021

No. Shram (A) 3-8/2021 (Awards).—In exercise of the powers vested under section 17 (1) of the Industrial Disputes Act, 1947, the Governor Himachal Pradesh is pleased to order the publication of awards of the following cases announced by the Presiding Judge, Labour Court,

Shimla on the website of the Department of Labour & Employment Government of Himachal Pradesh:—

Sl. No.	Reference/Application	Title	Section
1.	Ref. 36/2019	Sh. Vikram Bandari V/s Ambuja Cements Ltd. & Anr.	10
2.	Ref.167/2017	Sawara Kuddu Hydel Project Workers Union V/s G.M. H.P. Power Corp. Ltd. & Ors.	10
3.	Ref. 77/2010	Sh. Ashok Kumar & Ors V/s M.D. East India Hotel Ltd. & Ors.	10
4.	Ref. 01/2029	Sh. Chander Pal V/s M/s Lotus Herbals Colour & Cosmetics, Baddi.	10
5.	App. 03/2021	108 Ambulance Sewa Contract Workers Union V/s Manager /Operational Head GVK, 108 Ambulance Sewa, Solan.	33-A
6.	App. 12/2021	108 Ambulance Sewa Contract Workers Union V/s Manager /Operational Head GVK, 108 Ambulance Sewa, Solan.	33-A

By order,

KAMLESH KUMAR PANT, IAS,
Principal Secretary (Lab. & Emp.).

Ref. 36/2019
8-3-2021.

Present:

Sh. Vikram Bandari V/s Ambuja Cements Ltd. & Anr.

Shri J.C Bhardwaj, AR for petitioner.

Shri Rahul Mahajan, Advocate for respondent.

The appropriate government had sent a reference to this Court in December, 2018. Strangely, there is no date nor any dispatch number or stamp which is generally found in all the references, made to this Court. *Vide* this undated reference the “appropriate government”, in its wisdom referred the dispute to this Court in the aforesaid terms:—

“Whether the industrial dispute in between Shri Vikram Bhandari s/o Shri Roshan Lal House no. 233, ward No. 10, JBT Road, Kotlanala Solan District Solan, H.P. through Shri J.C Bhardwaj *V/s.* (i) The Managing Director, M/s Ambuja Cement Ltd., Elegant Business Park 3rd Floor, MIDC Cross Road ‘B’ Off Andheri Kurla Road Near Kohinoor Hotel, Andheri East, Mumbai- 400059 (ii) The Vice President HR Village Nava Graon, P.O Jajhra, Tehsil Nalagarh District Solan, H.P. also falls within the jurisdiction of State Government of Himachal Pradesh or not? If yes whether termination of the services of Shri Vikram Bhandari s/o Shri Roshan Lal House no. 233, ward No. 10, JBT Road, Kotlanala Solan District Solan, H.P through Shri J.C Bhardwaj *V/s.* (i) The Managing Director, M/s Ambuja Cement Ltd., Elegant Business Park 3rd Floor, MIDC Cross Road ‘B’ Off Andheri Kurla Road Near Kohinoor Hotel, Andheri East, Mumbai- 400059 (ii) The Vice President HR Village Nava Graon, P.O Jajhra, Tehsil Nalagarh District Solan, H.P. without complying with the provisions of the industrial Disputes Act 1947 as alleged by workman is legal and justified? If not, what amount of back-wages, past service benefits and compensation the above ex-worker is entitled to from the above employer/management? If not, its effect?”

During the course of proceedings the Ld. Counsel for the respondent while filing reply to the statement of claim also moved an application under Order 14 Rule (2) CPC to the effect that since the State of Himachal Pradesh is not the appropriate government under section 2(a) of the Industrial Disputes Act in view of the letter dated 6.10.2009 issued by the Labour Commissioner, Himachal Pradesh and as such the same may be treated as preliminary legal issue before adjudicating the reference on merits.

It would be apposite to note at this stage that the Labour Commissioner on 6.10.2009 had issued directions to all the Labour Officers and Labour Inspectors of Himachal Pradesh *vide* letter dated 6.10.2009 in the following terms:

“Subject: Appropriate Government under Industrial Disputes Act, 1947, in respect of Cement Industry. Memo,

It is for the information of all of you that Cement Industry has been declared as Controlled Industry under section 2 of the Industries (Development & Regulation) Act 1951 (Act 65 of 1951) and the Central Government is the Appropriate Government for the Cement Industry under sub clause (1) of clause (a) of the section-2 of the Industrial Disputes Act 1947. Therefore, you are advised to not to take up the demand notices of the dispute pertaining to the Cement Industries and further guide the workers to raise their disputes before the authorities of the central Government.

Sd/-
Labour Commissioner
Himachal Pradesh.”

Keeping in view the mandate of the Hon’ble Supreme Court in case titled as Shri Yovan, India Cement Employees Union and another *Vs.* The Management of India Cement Ltd. and another (1994 Lab. IC 38), this Court had asked the Labour Commissioner to apprise this Court as to whether the letter dated 6.10.2009 still holds the ground and if so how the reference is competent.

In this behalf an order was passed on 5.3.2020. The Labour Commissioner in response to the said observation, *vide* notification dated 12.10.2020 has now withdrawn the earlier notification dated 31.12.2018, issued in respect of the “Industrial Dispute”, so raised by the petitioner Vikram Bhandari.

A bare glance of the earlier notification issued in December 2018, shows that the appropriate government has even earlier advised the petitioner to raise the dispute before the appropriate authority of the Central Government, *vide* letter dated 5.6.2017. The appropriate government reviewed its earlier decision and thereafter referred the dispute to this Court in December 2018. Now the appropriate government has again reviewed its decision and withdrawn the notification referring the dispute to this Court in December 2018.

In view of the withdrawal of the earlier notification the Industrial Dispute raised by the petitioner does not subsist and this Court is constrained, but to hold that the “Industrial Dispute” interse the parties has ceased to exist and the same is ordered to be dismissed accordingly. The petitioner shall however, at liberty to approach the competent authority for adjudication of his claim. The reference is disposed off in the aforesaid terms. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
8.3.2021.

CHIRAG BHANU SINGH,
Presiding Judge,
Labour Court, Shimla.

Ref. 167 of 2017

Workers Union
V/s
G.M. H.P. Power Corp Ltd & Ors.

The Ld. Csl. for the petitioner union submits that the parties have amicably settled the dispute outside the court, as such the union does not intend to press the reference any further. Sh. Ajay Kumar, General Secretary of the union is present in court today. He submits that the respondents have agreed to the major demands of the workers union and as such the union does not intend to press the reference any further. A separate statement of the General Secretary of the union in this behalf has been recorded and placed on the file. Seeing to the fact that the parties have amicably settled the dispute outside the court, the "Industrial Dispute" referred to this court has ceased to exist. The reference has thus been literally rendered infructuous. The present reference is thus dismissed, as having not been pressed and rendered otiose. Ordered accordingly. Be consigned to record after completion. Let, the copy of this award be sent to appropriate government.

Announced
20.03.2021

CHIRAG BHANU SINGH,
Presiding Judge,
Labour Court, Shimla.

Ashok Kumar & Others Vs. M.D East India Hotel and another's.

(Reference no. 77 of 2010)

**IN THE COURT OF CHIRAG BHANU SINGH, PRESIDING JUDGE, H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA.**

Reference no. 77 of 2010
Instituted on 9-6-2010
Decided on 24-3-2021

Ashok Kumar s/o Shri Tula Ram Malik, presently working as driver with the Oberoi Cecil Shimla and following nine other drivers as per annexure-A.

1. Shri Surender Kumar S/o Shri Ram Dutt.
2. Vinod Kumar s/o Shri Ram Lal.
3. Ram Lal Sharma s/o Shri Sukh Dev.
4. Prakash Chand s/o Shri Shiv Ram.
5. MeharLal Chauhan s/o Sh. NandLal.

6. Padam Singh s/o Shri HariDass.
7. KrishanDayal s/o Shri Mani Ram.
8. Bhim Singh s/o late Shri Ganesha.
9. Dharam Singh s/o Shri Raghu Ram.

..Petitioners.

1. The Managing Director, East India Hotel Ltd. 7, Somnath Marg, Maidan Hotel, Delhi 110054.

2. The General Manager, The Oberoi Cecil, ChauraMaidan Shimla-4.

3. The General Manager, Wild Flower Hall (an oberoi resort) Chharabra, Mashobra Tehsil & District Shimla, H.P.

4. The General Manager, Nova Security Service Pvt. Ltd., Quiet Office no. 14, Sector-35-A Chandigarh.

5. Avis India Merucry Car Rentals Ltd., having its Head Quarter, L-10 Green Park Extension, New Delhi.

..Respondents.

Reference under section 10 of the Industrial Disputes Act

For petitioners	: Shri R.K Khidtta, Advocate.
For respondents no. 1&2	Ms. VeenaSood, Advocate.
For respondent no. 3	Shri Rahul Mahajan, Advocate.
For respondent no. 4	Shri Vishal Panwar, Advocate.
For respondent no. 5	Shri Mukesh Thakur, Advocate.

AWARD

The following reference was received for adjudication from the appropriate government:

“Whether the demand notice dated 12.1.2009 (copy enclosed) raised under section 2-K of the Industrial Disputes Act, 1947 by Shri Ashok Kumar s/o Shri Tula Ram Malik and 9 other drivers before the management of the Oberoi Cecil Hotel, Chaura Maidan Shimla and management of Wild Flower Hall, Mashobra, Shimla with the plea that the terms and conditions of their services have been changed by the concerned management without complying with the provisions of section 9-A of the Act *ibid*, is legal and justified? If not, to what wages, service benefits and relief the concerned drivers are entitled to from the concerned employer as per demand notice dated 12.1.2009?”

“Whether the demand notice raised by Shri Ashok Kumar s/o Shri Tula Ram malik and 9 others drivers vide demand notice dated 12.1.2009 (copy enclosed) that their employers are the management of the Oberoi Cecil Hotel, Chaura Maidan, Shimla and Management of Wild Flower Hall Mashobra Shimla and M/s Nova Security Private Ltd., Quite Office no. 14, Sector 35-A Chandigarh can’t be considered to be their employer, as alleged in the demand notice is legal and justified? If yes, to what service benefits and relief the concerned drivers are entitled to as per demand notice dated 12.1.2009?”

2. In furtherance to the reference it is averred by the petitioners that they came to be employed as Drivers on regular basis since the year 1997, 2001 and 2003 respectively. Their engagement entailed facilities like free meals, rent free accommodation, uniform, leave benefits, EPF contribution, TA/DA and other perks and they have been enjoying the same in addition to their monthly salary. The details relating to the employment of the petitioners have been reflected in para 1 of the statement of claim as under:

Name	Date of joining	Name of employer
MeharLal Chauhan s/o Late Shri Nand Lal Chauhan, Shimla.	17-2-1997	The Oberoi Cecil
Parakash Chand s/o Shri Shiv Ram	Feb., 1997	The Oberoi Cecil
Vinod Kumar s/o Shri Ram Lal	10-3-1997	The Oberoi Cecil
Bheem Singh s/o Late Shri Ganesh	13-3-1997	The Oberoi Cecil
Dharam Singh s/o Shri Raghu Ram	April, 1997	The Oberoi Cecil
Ram Lal Sharma s/o Shri Sukh Dev	April, 1997	The Oberoi Cecil
Krishan Dayal s/o Shri Mani Ram	November, 1997	The Oberoi Cecil
Padam Singh s/o Shri Hari Dass	9-4-2001	Wild Flower Hall Chhabra (an Oberoi Resort)
Surinder Kumar s/o Shri Ram Dutt	June, 2001	Wild Flower Hall Chhabra (an Oberoi Resort)
Ashok Kumar	25-4-2003	The Oberoi Cecil

The petitioners had been performing their duties with utmost sincerity, dedication and missionary zeal and as per the duty roaster and other directions received from their superiors from time to time. The petitioners had also been enjoying all the facilities being offered by the respondent.

3. It is further the case of the petitioners that in the month of May 2008 the services of the petitioners were transferred to a new company known under the name and style of M/s AVIS (Mercury Car Rental Ltd.) and to the utter surprise of the petitioners their employment was changed from Oberoi Cecil to AVIS. This change in the employment of the petitioners and that too without resorting to the provisions of section 9-A of the Industrial Disputes Act, 1947 (hereinafter to be referred as Act) was stated to be illegal and arbitrary, more so, as the petitioners were regular employees of the Oberoi Cecil and working for them for the last 7-12 years. The petitioners had been plying the vehicles owned and controlled by the Oberoi Cecil/ Wild Flower Hall. They had been appointed by Oberoi Cecil after completing all formalities including holding of interview and other codal formalities and thus there was no need to change the principal employer. The petitioners had been getting salary without any increment. Regardless of the same they were continuing with the respondents and were presently drawing around Rs. 4432/- per month.

4. It is further the case of the petitioners that the action of the respondent in changing the service conditions of the petitioners in utter violation of the Act was not only arbitrary, but was a colorable exercise of power, tantamounting to victimization of the petitioners. It was an unfair labour practice, totally unsustainable in the eyes of law. The petitioners have thus been compelled to raise an industrial dispute and hence the present claim.

5. It is thus prayed by the petitioners that the respondent be directed not to change the service conditions of the petitioners in view of section 9-A of the Act, as they have been regular employees of the Oberoi Cecil/Wild Flower Hall right from their initial appointment. The petitioners may be held to be the permanent employees of Oberoi Cecil/Wild Flower Hall and the claim be allowed along-with all consequential benefits.

6. While contesting the claim the respondents no. 1 & 2 have preferred a common reply, while respondents no. 3, 4 and 5 have filed separate replies.

7. The respondents no. 1 & 2 while contesting the claim have raised preliminary objections *vis-à-vis* maintainability and concealment of material facts. It is also the contention of the said respondents that the present claim was not maintainable as the demand notice had been

raised by Bhim Singh as a group leader/President of Oberoi Contractual Workers Union. He was neither a group leader nor the president of the said union and the replying respondents did not recognize any such union. The petitioners were in fact the employees of M/s Nova Security Service Pvt. Ltd. (respondent no. 4). The petitioners are the contract employees who had been deployed in terms of agreement executed between replying respondents and the contractor (respondent no.4 herein). Since, there was no espousal of the demands by the union, the reference could not be made to this Court as such it is bad in the eyes of law.

8. It is further averred by the replying respondents no. 1 & 2 that the petitioners have suppressed material facts and failed to disclose that they were the employees of M/s Nova Security Service Pvt. Ltd. (Respondent no.4) The said contractor had deputed petitioners S/Shri Prakash Chand, Vinod Kumar, Bhim Singh, Dharam Singh, Ram Lal and Ashok Kumar in terms of an agreement executed and entered between the replying respondents and the contractor with Oberoi Cecil. The replying respondents had a registration certificate and the contractor was duly licensed under the provisions of Contract Labour (Regulation and Abolition) Act 1970 to engage contract labour and to supply/provide contractual labour. The replying respondents had been executing contracts for engagement of drivers with the respondent no. 4 from time to time as such there was no employer employee relationship between the Hotel and the petitioners. As per the agreement M/s Nova Security Service Pvt. Ltd. were to comply with all rules, regulations and labour law and thus for all intents and purposes the aforesaid six drivers are the contract employees and there was no employer-employee relationship between the replying respondents and the said drivers.

9. It is further the case of the replying respondents no. 1 & 2 that *w.e.f.* 1.5.2008, the respondent had asked the contractor to withdraw the drivers deputed by them as the replying respondents had taken a policy decision not to provide amenities/facilities of transportation as a part of service and it had executed a fresh agreement with one M/s Mercury Car Rentals, a firm which specialized in providing car rentals throughout the world in five star/Premium Hotels.

10. It is also the contention of the replying respondents no. 1 & 2 that since there is no change of service conditions, the present claim is not competent and maintainable. It is also their grouse that the petitioners have filed one reference against four different companies having distinct and separate legal entities in law.

11. On merits, it is the contention of the aforesaid respondents that the Oberoi Cecil Shimla is a unit of EIH Associated Hotels Ltd., which had commenced its operation *w.e.f.* 23.3.1997 after renovations. The petitioners Prakash Chand, Vinod Kumar, Bhim Singh, Dharam Singh, Ram Lal and Ashok Kumar were the employees of M/s Nova Security Services Pvt. Ltd., (respondent no.4) who was the contractor supplying drivers. The contention raised in the preliminary objections are reiterated and it is further stated by the replying respondents that they were the employees of the contractor for all intents and purposes. It is the contractor who had been maintaining their attendance register, wages register, adult workers register. Even the contribution under the EPF/MP Act 1962 and ESI Act 1948 was deposited by the contractor. The service conditions of the aforesaid drivers were governed by the appointment letters issued by the contractor. The replying respondents were the principal employer. The agreement so entered between the management and the contractor and the few wages/salary sheets of the replying respondents from 23.3.1997 to 31.5.2008 were attached along-with the reply.

12. It is further contended by the replying respondents no. 1 & 2 that in a writ petition filed by the petitioners before the Hon'ble High Court, M/s Nova Security Service Pvt. Ltd. had admitted that the aforesaid drivers were their employees. The agreement entered interse the replying respondents and the contractor is stated to have been annexed with the reply for the perusal of this Court. It is further their contention that the replying respondents had no control over the petitioners.

It is denied that M/s Wild Flower Hall, Mashobra and EHI Associated Hotel Ltd. was one legal entity. As per the respondents they are separate and distinct entities, the Oberoi Cecil being a part of the EIH Associated Hotel Ltd., incorporated much prior to the birth of Mashobra Resort Ltd. which runs M/s Wild Flower Hall.

13. It is further reiterated by the replying respondents no. 1 & 2 that the aforesaid six drivers were the employees of the contractor and the contractors have deputed them as drivers with the replying respondents. However, *w.e.f.* 1.5.2008, the replying respondents had asked the contractor to withdraw the drivers as they had taken a policy decision not to provide amenities/facilities of transportation as a part of service and in this behalf engaged one M/s Mercury Car Rentals Ltd. (respondent no.5) to provide the same. The contractor thus have withdrawn the services of aforesaid six drivers and transferred their services to M/s Mercury Car Rentals Ltd. It is denied that the petitioners had ever been interviewed by the replying respondents. The vehicles being owned by the respondents were being plied by the petitioners who were contract employees. The replying respondents have engaged the drivers through contractor and they were doing so as per the agreement inter se the parties. There was no change in the service conditions of the aforesaid employees.

14. It is thus prayed that the claim be dismissed being devoid of any merits.

15. The respondent no.3 Wild Flower Hall, Chharabra has also filed reply akin to that filed by the respondents no. 1 & 2. The text and tenor of the reply on both preliminary objections and merits is the same. The respondent no.3 however avers that four drivers namely Mehar Lal, Krishan Dayal, Padam Singh and Surender Kumar had been engaged through M/s Nova Security Services Ltd., and they were contract employees of the respondent. The other difference being that the said respondent had asked the contractor *w.e.f.* 1.4.2008 to withdraw the services of the drivers deputed by the contractor *i.e.* Nova Security Services and thereupon M/s Mercury Car Rental Ltd., (respondent no. 5) had started providing specialized service in car rentals to the said respondent too. The respondent no.3 too thus prayed that the claim be dismissed being devoid of any merits.

16. The respondent no.4, *i.e.* contractor M/s Nova Security Service Ltd., while contesting the claim has raised preliminary objections that the demand notice dated 12.1.2009 raised by the petitioners was wholly illegal and contrary to the spirits of section 2-K of the Act and the petitioners have not specified as to how their service condition had been changed by the management without complying with the provisions of section 9-A of the Act.

17. It is also the contention of the said respondent that the present petition is bad on account of the acts, deeds and conduct of the petitioners themselves.

18. Very strangely the said respondent has raised a preliminary objection that the petitioners have left the area of their employment in grey zone and they be directed to specify whether they were in the employment of M/s Oberoi Cecil Hotel/Wild Flower Hall or were working with the replying respondent. The said respondent had denied that there is any relationship of employer and workmen between the respondent no.4 and the petitioners.

19. While filing reply on merits, the respondent no. 4 has again averred that there is no relationship of employer and workman between the parties. While filing reply to para 7 of the petition it is contended by the replying respondent no.4 that the facts therein are against law and facts and the claimants (petitioners) admittedly are under the employment of Oberoi Cecil. The change of employments needs to be strictly proved by the claimant and it has not been specified by the petitioners as to how the replying respondent is concerned with this change. Apart from this, the contents of the other paras have been denied by the respondent. The said respondent also prayed for the dismissal of the claim petition.

20. Now adverting to the reply filed by M/s Mercury Car Rental Pvt. Ltd. (respondent no.5). While raising the preliminary objections the said respondent has also averred that the present claim was not competent and maintainable on account of the acts, conduct, deed and acquiescence of the petitioners and they had concealed material facts from this Court. It is also not otherwise competent and maintainable against the said respondent as they were engaged in the business of renting vehicles and they had entered into an agreement with Wild Flower Hall, Mashobra and Oberoi Cecil, ChauraMaidan Shimla *w.e.f.* 1.4.2008 and in terms of the agreement so executed between them the respondent was providing the services of rental cars directly to the customers of Wild Flower Hall, Mashobra and Oberoi Cecil, ChauraMaidan Shimla. The said respondent also entered into an agreement with Nova Security Service Pvt. Ltd. (respondent no. 4) for providing drivers and cleaners to the replying respondent. The said agreement is attached along-with.

21. As per the agreements entered interse the respondent no. 4 and respondent no. 5, the drivers and cleaners provided by respondent no.4 will remain the employees of Nova Security Service Pvt. Ltd. (respondent no.4) and there would be no employer employee relationship between respondent no.5 and petitioners. Nova Security Service will continue to be held responsible for all legal compliances under the various labour laws, in respect of drivers/Chauffers and cleaners deputed with them by the respondent no.4. The drivers/cleaners deputed by respondent no.4 are being paid salary by Nova Security Service in terms of agreement annexure RC. It is also the case of the replying respondent no.5 that the petitioners have themselves admitted in the demand notice submitted before the Labour-cum-Conciliation Officer Shimla that they are the employees of Nova Security Service. It is denied there is any relationship of employer and employee between the petitioners and Mercury Car Rental Pvt. Ltd. On merits, the replying respondent no.5 has reiterated the same averments. It is thus prayed that the claim be dismissed.

22. While filing rejoinders to the replies filed by respondents, the petitioners controverted the averments in the replies filed by respondents and further reiterated those in the statement of claim.

23. I notice that on 18.11.2013, the following issues came to be framed by my Learned Predecessor:

1. Whether the demand notice dated 12.1.2009, by the petitioner along-with nine other drivers with the plea that the terms and conditions of the services have been changed by the concerned management without complying with the provisions of section 9-A is illegal and unjustified? ..OPP.
2. If Issue No.1 is proved in affirmative, to what service conditions/benefits the petitioner along-with nine other drivers is entitled to? ..OPP.
3. Whether this petition is not maintainable in view of the preliminary objections raised by the respondents? ..OPR 1 to 5.
4. Relief:

24. I have heard the Ld. Counsel for the parties and gone through the pleadings, over whelming evidence bot oral and documentary and other attendant material placed on record. My findings on the issues framed are thus:—

<i>Issue no.1</i>	Partly yes.
<i>Issue no.2</i>	Per operative part.
<i>Issue no.3</i>	No.

Relief:

Reference is partly allowed in favour of the petitioners and against the respondents per operative part of the award.

REASONS FOR FINDINGS

Issues No. 1 & 2.

25. Both these issues being correlated and intermingled are being taken up together for decision.

26. The pleadings set out by the parties make an interesting reading. The respondents no. 1 to 3 have raised the pleas which are *pari-materia*. The petitioners have pleaded that they were the employees of the Oberoi Cecil/Wild Flower Hall right from the inception. The respondents no. 1 to 3 have however averred that the petitioners have failed to disclose that they were the employees of M/s Nova Securities Service Pvt. Ltd. (respondent no.4). It is thus their pleaded case that the petitioners were the employees of the contractor *i.e* respondent no.4 and it is the said contractor who had deputed the petitioners Prakash Chand, Vinod Kumar, Bhim Singh, Dharam Singh, Ram Lal and Ashok Kumar with Oberoi Cecil and had deputed the remaining four drivers namely Mehar Lal, Krishan Dayal, Padam Singh and Surender Kumar with Wild flower Hall. Both Oberoi Cecil and Wild Flower were further stated to have entered into agreements with respondent no.4 from time to time.

27. It is further the case of the three respondents that *w.e.f.* April 2008 all the three respondents had asked the contractor (respondent no. 4) to withdraw the drivers deputed by them as they had taken a policy decision not to provide amenities/facilities of transportation as part of service and it had executed a fresh agreement with respondent no.5 *i.e* M/s Mercury Car Rental, a firm which specialized in providing car rental throughout the world in five star hotels/premium hotels.

28. Strangely, respondents no. 1 to 3 have not specifically denied that the petitioners had ever been engaged as drivers from the dates shown in para 1 of the statement of claim. There is neither any specific admission nor denial in the pleadings, in this behalf. It is also not pleaded by the respondents no. 1 to 3 as to when the first contract was entered in between the said respondents and respondent no.4. Though in para 1 of the reply on merits, the respondents no. 1 & 2 have tried to portray that agreements so entered between the management and the contractor, and few wages/salary sheets of the replying respondents from 23.3.1997 to 31.5.2008 are attached herewith, though respondent no.3 has attached the said documents from 1.5.2001 to 31.5.2008 only. There is no such record placed in evidence for the period 1997-2000.

29. The respondent no. 4, the contractor *i.e* M/s Nova Security Service has taken a diametrically opposite stand in its reply. The respondent no.4 has not only denied any relationship of workman and employer between the parties, but has gone to state that the petitioners admittedly were under the employment of Oberoi Cecil.

30. Even in the preliminary objections the respondent no. 4 has stated that the petitioners have left the area of their employment in grey zone and the petitioners be directed to specify whether they were in the employment of M/s Oberoi Cecil/Wild Flower Hall or with the replying respondent no.4 and that *prima-facie* the complainant (petitioners) have failed to establish any relationship between respondent no.4 and the workman.

31. The reply filed by respondent no.5 M/s Mercury Car Rental shows that they entered the scene *w.e.f.* 1.4.2008 after having executed agreement with both Oberoi Cecil and Wild Flower Hall and even with the Nova Security Services. As per the agreements on the one hand the

customers of Hotel Oberoi Cecil and Wild Flower Hall were to deal directly with M/s Mercury Car Rental for providing vehicles and transport facilities and the Nova Security Service were to provide drivers/cleaners/Chauffers to the respondent no.5. The drivers/Chauffers/cleaners deputed by Nova Security Service would continue to remain the employees of Nova Security Services Pvt. Ltd., for all intents and purposes. Further, all legal compliances in relation to these transferred employees *vis-à-vis* the labour laws were to be complied by respondent no.4 *i.e* Nova Security Service itself. There was thus no relationship of an employer and employee between the petitioners and M/s Mercury Car Rentals. The ESI and EPF contribution of the drivers supplied by Nova Security Service were also to be paid by respondent no.4, itself.

32. Having discussed the pleadings of the parties it would be apposite to venture into the evidence led by the parties to substantiate their claims made therein. Humongous exercise has been conducted by the parties in placing on record the documents of all hues and colours, to further their respective claims. It would thus be apposite to confine oneself to the relevant documents pertaining to the dispute. It is the pleaded case of the respondent no. 1 to 3 that the petitioners were infact the employees of M/s Nova Security Service Pvt. Ltd. from the very beginning. However, strangely there is no specific denial by the said respondents that the petitioners had not been engaged on the dates shown by them in para 1 of the statement of claim. There is also not a whisper in the reply as to when the first contract with M/s Nova Security Service (respondent no.4) came to in existence. The respondent no.4 has not only denied any relationship with the petitioners of an employer and employee in its reply before this Court, had also denied the same before the Labour-cum-Conciliation Officer as is clear from annexure P-3 (mark P-14).

33. The petitioners while appearing as their own witnesses (from PW-1 to PW-10), have reiterated their pleadings *vide* affidavits Ex. PW-1/A to PW-10/A. All of them have deposed in unison that they were appointed by Oberoi Cecil and wild flower Hall respectively, as per the dates mentioned in the statement of claim. Along-with the affidavits they have placed on record sheets whereby duties were assigned to them by the said respondents, which was duly entered in the monthly/day to day duty sheets commonly known as limousine control sheet, reception errand sheets, concierge errand sheets etc. All the entries regarding their duties were entered in the log books of the vehicles owned by Oberoi Cecil and Wild Flower Hall. In addition to the above the Oberoi Cecil and Wild Flower Hall used to issue duties. They were sanctioned leave by the front office Manager employed by Oberoi Cecil/Wild Flower Hall. Their entire leave records were maintained by Oberoi Cecil/ Wild Flower Hall. The documents regarding the service carrier and conditions are attached along-with the affidavits as Ex. P-1 to Ex. P-28. It is further deposed by them that OberoiCecil/Wild Flower Hall was regularly paying the installments with respect of the health insurance/medi claims. In this behalf an identity card had also been issued by the Employees State Insurance Corporation which also clearly discloses the name of the employer as Oberoi Cecil/ Wild Flower Hall. They also used to issue petty cash vouchers or cash disbursement vouchers or meal allowance authorization vouchers whenever they were assigned duties to drop or receive guests away from the Hotel.

34. It is also deposed by the petitioners in their affidavits that few of them were provided rent free accommodations by their employer *i.e.* Oberoi Cecil/Wild Flower Hall in their premises and they were paying electricity usage charges in their own name. Those employees who were not using the accommodation were being paid house rent more particularly by Wild Flower Hall, because there was no rent free accommodation available there, whereas the drivers working in Oberoi Cecil were allotted rent free accommodation and no house rent was being paid to them. Their salaries were being released through vouchers or through cash receipts and the signatures were obtained on the registers maintained for the said purpose.

35. It is denied by the petitioners that they have any privity of contract with either Nova Security Service (respondent no. 4) or Avis Mercury Car Rentals Ltd. (respondent no. 5). No notice of any kind was ever served upon the petitioners regarding the change of service. The action of the

respondents no. 1 to 3 was thus totally illegal, arbitrary, unlawful and violative of the provisions of the Act.

36. It is also deposed by the petitioners that they had been contributing to the EPF Scheme since the beginning of their employment and the receipt issued in this behalf clearly reveals the name of the employer *i.e.* Oberoi Cecil/Wild Flower Hall. The petitioners had never applied for any job either with the Nova Security or Mercury Car Rental and they have been regularly working with the Oberoi Cecil/Wild Flower Hall. For the last two months the respondents no. 1 to 3 have been paying salary in cash to them. Per the petitioners they came to know about the change of their service condition after they had raised the demand notice dated 12.1.2009.

37. Apart from the affidavits the petitioners have also placed on record the copy of the identity cards issued by General Manager, Oberoi Hotel as Ex, PW-1/B, PW-2/B, PW-3/B, PW-4/B, PW-5/C, PW-7/B and PW-9/B. They have also placed on record the copy of identity cards issued by the Election Commission. The copy of the car log book have been placed on record by various petitioners. The copy of the petty cash disbursement have also been placed on record and marked. For instance PW-1 had marked it as Mark P-4, PW-2 had marked it as Mark P-19, PW-3 had marked it as Mark P-25, PW-4 had marked it as Mark P-28, PW-5 had marked it as Mark P-31, PW-6 had marked it as Mark P-36, PW-7 had marked it as Mark P-41, PW-8 had marked it as Mark P-45, PW-9 had marked it as Mark P-47 and PW-10 had marked it as Mark P-50. Likewise the petitioners have placed on record the copies of car log books, the copies of concierge errand sheets of Oberoi Cecil/Wild Flower Hall, the copies of the limousine control sheets, copies of temporary identification certificate issued by ESI. All the petitioners have placed on record the copies of the receipts of EPF. PW-1, Prakash Chand has placed on record copies of receipt of EPF as Ex. PW-1/E to Ex. PW-1/G. Copy of the statement of contribution for the period March 1997 to Feb., 1998 of the Cecil establishment bearing PN number/1701 has also been placed on record as Mark P-13 (Ex. PW-12/A). The copy of the receipt filed by respondent no.4 before the Labour Officer has been placed on record as Mark P-14. Likewise PW-2 Padam Singh has also placed on record almost the same documents and so has PW- Bhim Singh placed on record the copy of ESI card Ex. PW-3/C and the statement of contribution for the period November 1997 relating to the Cecil establishment, vide Mark P-13 and his name figures at serial no. 108 therein. PW-4 Mehar Chand has also placed on record almost the same set of documents. The documents relating to his EPF contribution is also on record as Mark P-14. PW-5 KrishanDayal has also placed almost the same documents and his EPF contribution statement is Mark P-13. Vinod Kumar one of the petitioner has appeared as PW-6 has also placed almost identical documents. The copy of the statement of EPF contribution is mark P-13 and the copy of the receipt of the EPF is Ex. PW-1/F. The PW-7 Ram Lal, PW-8 Surender Kumar, PW-9 Dharam Singh and PW-10 Ashok Kumar have also filed almost similar documents and their affidavits by way of evidence are also almost on the same lines.

38. The respondents no. 1 & 2 while cross-examining the witnesses have tried to question the witnesses regarding the respondents no. 1, 2 and 3 being different legal entities *i.e* one being run by EIH Associates and the other by Mashobra Resorts respectively. They have cross-examined the witnesses on the existence of the workers union. The witnesses have denied the suggestion that there was no regular workers union in the Hotel. The witnesses have denied that they were the workers of Nova Security Service. Six of the workers have stated that they were the workers of respondent no. 2 while four have stated that they were the workers of respondent no. 3. The petitioners have denied that they have any knowledge about the respondent no. 4 being the contractor and that he has a licence under the Contract Labour (Regulation and Abolition) Act. They have denied that they have any knowledge regarding any agreements between respondents no. 2, 3 and 4 for providing contractual workers. The petitioners have also denied that their EPF and ESI contribution were being paid by respondent no. 4. It is denied that they were the employees of

the respondent no. 4, hence identity cards have been issued by the respondent no. 2. The petitioners have denied that they have no knowledge that if the contractor fails to pay the EPF contributions, it is the responsibility of the principal employer to pay the same. The witnesses have denied that Nova Security Service had made a request to respondent no. 2 to provide out house/staff quarters to the petitioners. The petitioners have denied any knowledge of the EPF code of the Nova Security Service. The petitioners have denied that the receipts placed on record were/and by Nova Security, as far as their EPF contributions were concerned.

39. Strangely, the respondents no.1 & 2 and for that matter even respondent no.3 have nowhere asked any question as to when the first contract between them and Nova Security had been entered neither they have cross-examined the witness about their purported employment since 1997. There is not a single question asked about their having been not engaged prior to the year 2000 or 2001. The respondent no. 3 has only sought to portray that they came into operation after 2001, which apparently is not disputed. Not even a remote suggestion has come from the respondent that even an appointment letter was also never issued to them what to say of their being on the rolls of the said respondents.

40. Strangely, the cross-examination of respondent no. 4 does try to highlight that no appointment letter had been issued by respondents no. 1 & 2, except the identity cards issued by them. The question regarding issuance of identity cards for ingress and egress has also been asked by the respondent no.4 and not by respondents no. 1 to 3. The petitioners have denied that they were the employees of respondent no.4 from the year 1997. The petitioners have denied that they did not know about agreement dated 1.4.2001 which had been entered interse respondents no. 1 to 3 and respondent no. 4. Strangely, the first glimpse of the purported agreement between respondents no. 1 to 3 and respondent no.4 is noticed at this stage alone. In the pleadings there has been no mention as to when the first agreement was entered into between respondents no. 1 to 3 and respondent no. 4. The respondent no.4 by way of cross-examination tried to portray that some agreement had been entered interse the parties on 1.4.2001 which had been denied by the petitioners. The petitioners in unison denied that they were the employees of respondent no. 4 right from the year 1997. The petitioners have also denied that their services stands transferred to the respondent no.5 *w.e.f.* April, 2008.

41. The petitioners have further denied that Nova Security Service had issued identity cards to them in the year 2007. They have denied that EPF and ESI contributions are being paid by respondent no. 4. Certain contributions under ESI (for example mark R-4/C and the receipt therefor mark R-4/D) had been issued in favour of PW-1. (It would be relevant to point out here that Ex. PW-4/C and Ex. PW-4/D pertains to period between 31.12.2006 and 30.6.2007 respectively). The petitioners had denied that their attendance registers were being maintained by respondent no.4. They have also denied that the leave record were also being maintained by them. It is denied that salary and other record of petitioners are being maintained by respondent no. 4. The petitioners have however admitted that they have filed CWP Ex. RP-3 before the Hon'ble High Court and the respondent no. 4 had therein made a statement that they will not transfer/depute the drivers to any other establishment. This writ petition also pertains to the year 2009. The admission if any by respondent no.4, admittedly does not pertains to the year 1997-2000.

42. Even while being cross-examined by respondent no. 5 the petitioners have denied that they are plying the vehicles owned by respondent no. 5. It is also denied that the respondent no. 4 has deployed them on the vehicles owned by respondent no. 5. it is also denied that the salaries are being paid by the respondent no. 4 and so are the EPF and ESI contribution being paid by them. It is denied that overall control on the petitioners are that of respondent no. 4. It is however admitted by all the petitioners that they had not been issued any appointment letters by respondents no. 1 to 3.

43. The petitioners have also examined one Vinod Kumar as PW-10 (though it should have been PW-11 wrongly mentioned as PW-10). The witness is an official of the Registrar Trade union, Shimla. As per him there is an union known as the Oberoi Contract Workers Union which is registered in the office *vide* registration no. 1118 dated 24.1.2009. He has placed on record the registration certificate Ex. PW- 10/A and also an application moved *vide* Ex. PW-10/B for the change of the union name and registration of certificate issued thereon *vide* Ex. PW-10/C. As per this witness no notice had ever been given to Oberoi Cecil/Wild Flower hall and Nova Security regarding the change of the name of the union.

44. The petitioners have further examined one Mukesh Kumar from Shiva Gas Agency to show that one of the petitioner's Prakash Chand had been issued a gas connection and his address has been mentioned as Cecil Hotel ChauraMaidan, the same has been placed on record *vide* Ex. PW-11/A and Ex. PW-11/B.

45. The petitioners have also examined one Shishamber as PW-12. He is Social Security Assistant in the office of EPF. He has placed on record Ex. PW-12/A wherein the names of the workers have been shown working under Oberoi Cecil, ChauraMaidan. The EPF contribution of the aforesaid workers as per record used to be paid by Oberoi Cecil ChauraMaidan in the year 1998 and even thereafter. The account no. PN 1701/192 to 210 was initially allotted to EIH and now the same is in the name of Oberoi Cecil. As per this witness the account no. 1701/192 has been allotted to Vinod Kumar, account no. 1701/193 has been allotted to Mehar Singh, account no. 1701/194 has been allotted to Bhim Singh, account no. 1701/195 has been allotted to Parkash Chauhan, account no. 1701/199 has been allotted to Ram Lal, account no. 1701/201 has been allotted to Dharam Singh, account no. 1701/203 has been allotted to KrishanDayal and account no. 1701/204 has been allotted to Prakash Chand. The EPF contribution pertaining to the aforesaid workers is paid by oberoi Cecil. He has placed on record form no. 24 showing the detail of EPF contribution *vide* Ex. PW-12/B.

46. It transpires from his cross-examination that he has not brought any record regarding paying of EPF contribution by Oberoi Cecil after the year 2000. It signifies that they were paying the EPF prior to 2000. He has admitted that the principal employer is also liable to pay EPF contribution in respect of workers engaged through contractor.

47. The petitioners have further examined one Shri AbhinavVerma, HR Assistant Oberoi Cecil as PW-13. As per this witness the old record have been destroyed. The attendance register and the salary sheets of the workers of front office from march 1997 till 31.3.2012 has been destroyed as per the destruction policy, Ex. PW- 13/B. He has brought the attendance register but from 1.4.2012 till December, 2016. The witness has deposed that he cannot say whether the drivers were employed by the Hotel in the year 1997 for want of record. He has also not brought the log books of certain vehicles sought by the petitioners. The witness has also not brought the petty cash disbursement slips issued to the petitioners *w.e.f.* 1997 till 2008 as the same are also stated to be destroyed as per the destruction policy.

48. PW-14 KamtaPrashad, Social Security Officer ESIC Baddi, has submitted the declaration form of ESI in respect to the petitioners *vide* Ex. PW-14/A-1 to Ex. PW-14/A-9.

49. The petitioners have also examined one record keeper posted in the Court of Civil Judge, Senior Division, Panchkula Haryana as PW-15 to prove and place on record the documents pertaining to release of some vehicles which had met with an accident in Panchkula and was stated to be driven by the petitioner's Prakash Chand and Mehar Lal at the relevant time. The FIR pertained to the year 1997 and 2001 respectively.

50. On the other hand the respondents have examined one Shri H.S Chauhan, Assistant Manager, Nova Security Service as RW-1. He has placed on record the appointment letters of the petitioners vide Ex. RW-1/A to Ex. RW-1/M. He has also placed on record the extract of payment of wages register, but from the year 2000 to 2008 (Ex. R-1 to Ex. R-9), the extract of attendance register from the year 2004, 2006 to 2008 (Ex. R-10 to Ex. R-13). The detail of payments through cheques to Nova Security by Oberoi Cecil from Jan., 2000 to Feb., 2008 (mark RX-1) and the receipts regarding EPF contribution by Nova Security Service from the year 2001 to 2008 with respect to petitioners Dharam Singh, Vinod Kumar, Ram Lal and Bhim Singh vide Ex. R-14 to Ex. R-21. He has also placed on record form no. 5 evidencing the deposit of ESI contribution by Nova Security for the years 2000 to 2008 respectively of the aforesaid petitioners vide Ex. R- 22 to Ex. R-41. The witness has also placed on record the licence of Nova Security Service under the Contract Labour (Regulation & abolition) Act Ex. R-42 and the half yearly return submitted in this behalf for the years pertaining to 2005 to 2008 vide Ex. R-43 to Ex. R-48. He has also placed on record the extract of adult workers register Ex. R-49. He has placed on record the agreement between Nova Security and Oberoi Cecil from the year 2000 to 2008 (Ex. R-52 to Ex. R-58).

51. This witness in his cross-examination has admitted that the petitioners were deployed by them with oberoi Cecil *w.e.f.* 2000 to 31.3.2008 vide yearly agreements and after 31.3.2008 they were deployed with M/s Avis Mercury Car Rental. One of the petitioner namely Vinod Kumar was their employee and since he has committed some misconduct his services had been terminated by them and one of the petitioner's Ashok Kumar had resigned from the job. He has also placed on record ESI cards of the petitioners. He has in no uncertain terms admitted that prior to the year 2000 there was no agreement of the nova Security Services (respondent no.4) with Oberoi Cecil and Wild Flower Hall.

52. Though, one witness from the office of the Regional Provident Fund Commissioner was examined as RW-2 but as per this witness the records from the year 2001 to 2008 stands weeded as per the certificate issued by Assistant Provident Fund Commissioner, Regional office Chandigarh vide Ex. RW-2/A.

53. The respondents have also examined KamtaPrashad as RW-3 (who has also appeared in the witness box as PW-14). He has placed on record the attested copy of the ESI contributions made by Nova Security *w.e.f.* March 2000 to September, 2008 in respect of six workers. Admittedly as per his testimony too, the respondent no.4 started making payment after the year 2000.

54. RW-4, is the Labour Officer Shimla. He has placed on record half yearly returns filed by nova Security Service under the Contract Labour (Regulation & Abolition) Rules for the half year ending December 2006, June 2007 and December 2007 as Ex. RW-4/B to Ex. RW-4/D. As per him the annual return of Oberoi Cecil for the year 2007-2008 are not available in his office. The witness however admitted in his cross-examination that the Rules framed under the Contract Labour, Rules provide for prosecution in case of non-filing of returns. He has not brought any record prior to the year 2006 and the names of the employees are not mentioned in the returns produced by him vide Ex. RW-4/A to Ex. RW-4/D.

55. The respondents have examined the General Manager of Oberoi Cecil, Mr. Amardeep Singh as RW-5. He has placed on record his affidavit Ex. RW-5/A along-with the copy of the registration certificate under the Contract Labour (Regulation & Abolition) Act Ex. RW-5/D and the copy of the agreement dated 1.4.2001 Ex. RW-5/E (earlier marked as mark RX), the copy of the agreement dated 1.8.2008 Ex. RW-5/F. He has also placed on record the copy of the salary statement *w.e.f.* November 1997 to Jan., 2008 of the workers on the rolls of the Hotel as Mark RW-5X and a letter dated 30.4.2008 whereby the contract with Nova Security to provide drivers and

cleaners stands terminated (Mark RW-5H). In his affidavit Ex. RW-5/A the witness has reiterated the facts narrated in the reply filed by respondents no. 1 & 2.

56. Even the General Manager has admitted in his crossexamination that initially when the first agreement with Nova Security took place in the year 2001, they have deputed five drivers with Oberoi Cecil. They were the principal employer and as such used to keep a check on Nova Security Service for compliance of Labour Law. The adult workers register, wages register and attendance register were being maintained by Nova Security Service. He has however feigned ignorance as to who was the contractor prior to the year 2001. He admitted that the Identity cards Ex. PW-1/D, Ex. PW-7/D and Ex. PW- 4/B were issued by Oberoi Cecil, but as per him the same were only issued for their ingress and egress. He does admit that as per the document Ex. PW-1/A, the Oberoi Cecil had deposited the amount in respect of its employees for the year 1997. He has denied that any such amount was deposited with the ESI vide Ex. PW-14/A-1 to Ex. PW- 14/A-9. He has denied having any knowledge about the existence of any contract between Oberoi Cecil and Nova Security Service between 1997 and 2001. He has denied that the petitioners were on the rolls of the hotel prior to the year 2001. He has also denied that the petitioners were placed on the rolls of the Nova Security Service in the year 2001, without their consent and without any notice. He has admitted that the designation of the workers had not been mentioned in the salary statement Ex. RW-5/X. The witness admits that the out houses are in the possession of a few of the drivers, but, has hastened to add on his own that they were provided accommodation in terms of the agreement with Nova Security.

57. An employee of RPF Commissioner, Chandigarh, Ms. Jaswinder Kaur has also been examined as RW-6. She has brought the account statement of the PF relating to petitioners Surender Kumar, KrishanDayal and MeharLal Chauhan *vide* Ex. RW-6/A to Ex. RW-6/C but the record produced by her relates to the year 2000 and beyond. The record prior to the year 2000 are stated to have been weeded out. As per this witness the contributions are being made by an employer having code number 13974.

58. Another representative of Nova Security Service Man Dass has been examined as RW 7. He has also placed on record the wages paid to the petitioners but that also relates from the year 2000 till 2008. It has been placed on record vide Ex. RW-7/A. The witness has also placed on record the annual statement of submission of PF from the year 2001 till 2008 *vide* Ex. RW-7/D to Ex. RW-7/K. He has also placed on record the appointment letters of petitioners Padam Singh, Mehar Lal and Surender Kumar *vide* Ex. RW-7/N to RW-7/P. He has also placed on record the adult workers register *vide* Ex. RW-7/Q. As per this witness Surender Kumar, Krishan Dayal, Mehar Lal and Padam Singh are still working with Nova Security Service.

59. In response to a Court question the witness has specifically deposed that the first contract with the respondents no. 1 to 3 was executed in the year 2000. He has denied any knowledge about the reply filed by Nova Security before the Conciliation Officer and that the stand of the respondents therein was that these workers were not the employee of Nova Security. In his cross-examination the witness has deposed that as per record the initial dates of engagement of Padam Singh is 31.5.2001, Surender Kumar is 30.11.2001, Mehar Lal is 31.5.2003 and Krishan Dayal is 31.5.2003. As per this witness the respondent no.4 is operating in Shimla since 2001 and licence was issued to him *w.e.f.* 30.3.2001. The first agreement with Oberoi Cecil was made in the year 2001 and with Wild Flower in the year 2002.

60. On behalf of Wild Flower Hall one Pratap Sharma, Manager HR has appeared in the witness box as RW-8. He has filed his affidavit Ex. RW-8/A and also placed on record the certificate of incorporation Mark-A and the registration of the respondent no. 3 under the Contract Labour Act, *vide* Mark B. He has placed on record a letter dated 16.3.2008,(Mark C), terminating

the agreement with the respondent no.4 *i.e* Nova Security Service. He has also placed the list of employees on rolls of respondent no. 3, as on July 2005, December 2006 and Jan., 2007 as Mark J-1 to Mark J-3. His deposition is on the same lines as RW-5. He has otherwise joined the Hotel in the year 2006 and as such has deposed that he knows nothing about the happening in the Hotel prior to the year 2006. Though, he has denied that the petitioners have been working in the Hotel since 1997 and had been engaged on 17.2.1997.

61. The respondents have also examined one Phool Chand Maurya, Accountant with Nova Security Service (RW-9). He has also placed on record the salary slips of the petitioners and the account statement of the payments relating to the EPF but the said payment had been made after 31.3.2000 and the account statements are from the year 2001 onwards. Even this witness in his cross-examination has admitted that the first agreement was made by Nova Security Service with Oberoi Cecil/Wild Flower Hall in the year 2001.

62. M/s AVIS Mercury Car Rental has examined one Gautam Ohri as RW-9 who has placed and proved on record an agreement between Mercury Car Rental Ltd. and Nova Security Service starting from 1.4.2008, Ex. RW-9/C to Ex. RW-9/H. He has also placed on record the bills raised by Nova Security since 2008 as Mark R/9. As per this witness they are providing cars to Oberoi Cecil and Wild Flower Hall after April 2008. As per this witness Nova Security had outsourced these drivers to them in the year 2008.

63 Col. Dalvinder Singh, the Managing Director of Nova Security has appeared as RW-10. In his affidavit Ex. RW-10/A, he has deposed that all the petitioners are the employees of Nova Security Pvt. Ltd. and they have been deployed by them with the respondents no. 1 & 2 in the year 2000 and they had been issued appointment letters by Nova Security Service Pvt. Ltd. His testimony in this behalf is very relevant and would be considered in the later part of the judgment and rest of his deposition is only relating to the fact that they are duly registered under the Contract Labour Act and are following the mandatory provisions of labour laws and depositing ESI and EPF contribution of the aforesaid employees. He has further submitted that *w.e.f.* April 2008, after the termination of the contract with respondents no. 1 & 2, Nova Security is providing contractual drivers to Mercury Car Rentals (Respondent no.5). In his cross-examination he has admitted that Nova Security Service had executed an agreement with respondent no.1 & 2 in the year 2000. The witness has further deposed that he has no knowledge that prior to April 2000 the ESI and EPF were being deducted by respondents no. 1 & 2 in respect of the petitioners. As per this witness all the petitioners were employed by respondent no.4 in the year 2000. The rest of his deposition is not be reproduced being repetitive in nature.

64. The learned counsel for the petitioner has vehemently argued that the documentary evidence on record more particularly the identity cards Exhibited vide Ex. PW-1/B, PW-2/B, PW-3/B, PW-4/C, PW- 5/C, PW-7/B and PW-9/B, the petty cash disbursement slips placed on record by PW-1 to PW-9, record of the car log books, the copy of limousine control sheets, reception errand sheets, concierge errand sheets, electricity bills showing that the some of the petitioners were staying in the out houses of the Oberoi Cecil Hotel goes to conclusively show that the petitioners were working with respondents no. 1 to 3. He would further contend that the stand taken by respondent no.4 *i.e* Nova Security Service further shows that the petitioners were the employees of the Hotel. As per the Learned Counsel respondent no.4 had specifically taken a stand before the Labour-*cum*-Conciliation Officer that they had no relationship of employer and employee with the petitioners and they were the employees of respondents no. 1 to 3 and the same is the stand of the said respondent before this Court and as such the defence taken by respondents no. 1 to 3 stands falsified and it is proved on record that the petitioners were the employees of respondents no. 1 to 3.

65. He further contended that the records of the EPF more particularly form no. 6-A (Ex. PW-12/A), the details of EPF contribution reflected in Ex. PW-12/B and the copy of withdrawal form Ex. PW-12/X clearly shows that the petitioners had been working with the Oberoi Cecil/Wild Flower Hall. It is also contended by the learned counsel that based upon the aforesaid documents it is proved on record that the petitioners were appointed as drivers by Oberoi Cecil/Wild Flower Hall and they are their employees for all purposes.

66. The learned counsel for the petitioner further placed strong reliance upon the documents placed on record in relation to some FIR's lodged in the year 1997/2001 relating to the accident of the vehicles owned and controlled by the Oberoi Cecil and pending before the Ld. Civil Judge, Senior Division Panchkula Haryana. Placing reliance upon Ex. PW-15/A-1 to Ex. PW-15/A-19, the learned counsel contends that it clearly goes to show that the petitioners were working under the direct control of the respondents no. 1 to 3 at the relevant time.

67. Learned Counsel further contends that the petitioners have summoned the witness along-with the record from respondent no. 2, which would have clearly thrown light on the fact that the petitioners were engaged by the respondents no.1 to 3, however, the witness has failed to bring the summoned record and as such adverse inference be drawn against the said respondents. In this behalf the learned counsel has placed reliance upon a judgment reported in **2013 LLR and 2016 LLR 1050. The learned counsel for the petitioner has further placed reliance on a judgment of the Hon'ble Supreme Court titled as Management of Indian Oil Corporation Ltd. Vs. Wornen (1976) 1 SCC 63 and a judgment titled as Gulf Oil Lubricants Vs. Shri Sudhakar Parte and others (2016) SCC online 6736 (Bombay)** to contend that section 9-A comes in to operation, the moment the employer proposes to change any condition of service applicable to any workman and once this is done, notice has to be given to the workman.

68. He further contends that the petitioners have succeeded to prove the control and organization test which a Court is required to consider while deciding whether or not there exists a relationship of employer and employee between the parties, before it. The learned Counsel has also filed written arguments on behalf of the petitioners.

69. On the contrary, the learned counsels for the respondents have not only addressed oral arguments before this Court but has also filed written arguments by way of an application under section 151 CPC. The gravamen of their arguments is that the demand notice dated 12.1.2009 itself suggest that there was no employer employee relationship interse respondents no. 1 to 3, and the petitioners. Since the petitioners are the employees of respondents no. 4 & 5 and they have failed to prove that they were the employees of respondents no. 1 to 3, the question of violating the provisions of section 9-A does not arise. In this behalf the learned counsel has further very vehemently urged that in the demand notice itself the petitioners have averred that they were under one principal employer and their services were transferred to AVIS (Mercury Car Rental).

70. It is further the contention of the learned counsels that it was for the petitioners to have proved the relationship of employer and employee and having failed to do so they are not entitled to any relief. In this behalf the learned counsel has placed strong reliance on the judgment of the **Hon'ble Supreme Court reported in (2004) 3 SCC 514 and (2014) 9 SCC 407**. The learned counsel further contended that no appointment letters have been placed on record to show any relationship of an employer and an employee and there is no clear evidence that they were working under respondent no.3 since 1997. The mere deposit of ESI/EPF contribution would not mean that they have proved the employee-employer relationship. Even prior to the year 2000 they were working through the contractor. The Ld. Counsel would further contend that all the appointment letters, for example, mark RX-9, Ex. RP-4A and Ex. R-4/4-1 have been issued by Nova Security. It is further their contention that no grievance was raised till the year 2009.

71. Seeking assistance of one of the latest judgments of the Hon'ble Supreme Court titled as Bharat Heavy Electrical Ltd. Vs. Mahendra Prasad Jakhmola and others (2019) 13 SCC 82 and a **judgment of our own Hon'ble High Court titled as Manoj Kumar Vs. Sintex Pvt. Ltd. 2016 SCC online HP 4276 and 2016 LLR 580**, the Ld. Counsel for the respondent would further contend that the petitioners have failed to prove the control and organization test, laid down for establishing a relationship of an employer and employee, in the aforesaid two judgments.

72. The discussion hereinabove clearly goes to show that the respondents no. 1 to 3 have denied in the pleadings that the petitioners were ever engaged by them at any point of time. It is their pleaded case that the petitioners were contract employees and had been engaged only through M/s Nova Security Service (respondent no.4). There is admittedly no dispute regarding the parties having requisite permission to engage an employee under the contract labour as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970.

73. Strangely, in the pleadings the respondents no. 4 has denied having any relationship of an employee and employer with the petitioners, rather they go to the extent to saying that the claimant are the employees of Oberoi Cecil.

74. The self-effacing and contradictory stands of the respondents is in itself fatal for the respondents. However, even if one is oblivious to the stand taken by respondent no.4, the over whelming evidence which has come on record, shows that the first agreement came to be entered in between respondents no. 1 to 3 and respondent no.4 in the year 2000/2001. Though the respondents no.1 to 3 also nowhere specified in the pleadings as to when the first agreement was entered into and nor is there any specific denial by them regarding the engagement of the petitioners from the year 1997 to 2000. To this extent the pleadings by the respondents no. 1 to 3 are totally evasive. Therefore, it becomes imperative to evaluate the evidence on record minutely.

75 RW-1 Shri H.S Chauhan, Assistant Manager (operations) Nova Security Service has placed on record the agreement between Nova Security and Oberoi Cecil vide Ex. R-50 to Ex. R-58. It is thus clear that the first agreement was entered between respondents no. 1 to 3 and respondent no.4 in the year 2000 only. In his cross-examination the witness has clearly stated that he did not know anything about the employment of the drivers prior to the year 2000. RW-5 Shri Amardeep Singh happens to be the General Manager of Oberoi Cecil. Though, he has stated in his affidavit that the petitioners were deployed by Nova Security Service/ contractor with Oberoi Cecil, Chaura Maidan and the agreement has been attached which is exhibited vide Ex. RW-5/C (earlier marked as mark RX). It is dated 1.4.2001. Even in his cross-examination he has admitted that initially the agreement with Nova Security took place in the year 2001 and they had deputed five drivers with Oberoi Cecil at that time. He does not know who was the contractor prior to the year 2000.

76. In fact RW-7 Man Dass, the Field Officer with Nova Security has also placed on record, the receipts pertaining to the payment of wages in respect of a few of the petitioners namely Mehar Lal, Krishan Lal, Padam Singh and Surender Kumar from the year 2000 to 2008 (Ex. RW-7/A). Even he has deposed that the first contract was executed in the year 2000. The fact that the payment of wages also commenced after the year 2000 further corroborate the said factum, that the petitioners came to be engaged by M/s Nova Security Services (Respondent no.4) only after the year 2000. This factum is further clearly established and corroborated by the depositions of RW- 1, RW-3, RW-4 and RW-10 and PW-12.

77. The Managing Director of Nova Security, RW-10, also candidly admits that not only the agreement was entered for the first time in the year 2000, but as per him all the petitioners were employed by respondent no.4 in April 2000.

78. It is thus conclusively proved on record that even if the petitioners were working as contract employees with the Nova Security (respondent no.4), it undoubtedly happened somewhere in the year 2000. RW-10 himself has deposed that all the petitioners were taken on board in April 2000.

79. The petitioners have averred their dates of joining in the statement of claim, and as per the same seven of them had joined in the year 1997 while two joined in 2001 and one in 2003. There is no specific denial about the same by the respondents no. 1 to 3. There stand being that they were the employees of respondent no.4, right from the inception, seems highly suspect. There being no denial per se, it will have to be presumed that from the year 1997 till the respondents No. 1 to 3 entered into an agreement with Nova Security (respondent no. 4), the petitioners were the employees of respondents no. 1 to 3, at least those who were engaged in the year 1997. At best the petitioners engaged after 2000 can be said to be the contract employees of the respondents. It is now well settled that admitted facts may not be proved, but in the present case apart from tacit admission the evidence also conclusively points to the fact that from the year 1997 to 2000, at least seven of the petitioners were directly engaged by respondents no. 1 to 3.

80. The petitioners have placed on record sufficient material to prove that they had been engaged in the year 1997 and on the dates reflected in para -1 of the statement of claim.

81. Though the respondents no. 1 to 3 have claimed that the petitioners were the employees of Nova Security but the testimony of RW-1 demolishes the case propounded by respondents no. 1 to 3. He has no doubt placed on record the appointment letters issued by the respondent no.4 vide Ex. RW-1/B to Ex. RW-1/M, but the record however shows that the petitioner Dharam Singh was issued appointment letter on 29.10.2000 (mark RX-9), Vinod Kumar was issued an appointment letter on 29.10.2000 (Ex. RP-4/A), Ram Lal was issued appointment letter on 30.11.2000 (mark R-7), Bhim Singh was issued appointment letter on 30.10.2000 (mark RX-4), Parkash Chand was issued appointment letter on 18.12.2003 (Ex. RP-1), Surender Kumar was issued appointment letter on 24.6.2001 (Ex. X-4) and Padam Singh on 2.4.2007 (mark R-4). Mehar Lal was offered appointment on 30.11.2000 (Mark R-44). It is thus clear that any appointments offered by the respondent no.4 was after the year 2000.

82. The petitioners have, however, placed on record identity cards issued by Oberoi Cecil vide Ex. PW-1/B, PW-2/D, Ex. PW- 3/B, Ex. PW-4/C, Ex. PW-5/C, Ex. PW-7/B and Ex. 9/B and few of them have marked the same. They have also placed on record petty cash disbursement slips, car log books, limousine control sheets, reception errand sheets, concierge errand sheets and even certificates issued by the management, illustratively one certificate issued by Oberoi Cecil itself to Padam Singh vide mark P-14 shows that he was engaged by the company as driver since March 1998. The aforesaid certificate had been issued on 17.3.2000. Likewise identity card had been issued to Dharam Singh on 25.5.1997 and Krishan Dayal on 2.4.1998 as is clear from Ex. PW-9/B. Ram Lal and Mehar Chand had also been issued identity cards on 15.5.1997 and 5.4.1997 respectively, as is clear from Ex. PW-7/B and Ex. PW-4/B on record. One document Mark P-21, which is an extract of the EPF Scheme also reflects the names of the employees and bears the signatures of Account Manager, Hotel Oberoi Cecil, Shimla, it bears the names of Ram Lal, Bhim Singh, Dharam Singh and Krishan Dayal and their date of eligibility for membership has been reflected as 1.11.1997, whereas the dates of eligibility of Vinod Kumar, Mehar Lal Chauhan and Prakash Chauhan has been shown as 1.10.1997.

83. The Social Security Assistant working in the office of Employees Provident Fund Organization, Shimla has placed on record a copy of form no. 6-A, which also contains the names of the workers who were the part of the EPF Scheme. He has placed the same on record vide Ex. PW-12/A, it pertains to a period commencing from March 1997 till Feb., 1998 and at page four of

the same the names of the petitioners are clearly reflected. As per this witness the EPF contribution for the aforesaid workers was also paid by Oberoi Cecil, Chaura Maidan. So much so, he has even got recorded the account numbers of the petitioners and placed on record the details of EPF contribution *vide* Ex. PW-12/B. No doubt the HR Assistant of the respondent Oberoi Cecil was examined as PW-13 who has failed to place on record the attendance register and the salary sheets of the workers of Front Office from March 1997 as they were stated to have been destroyed as per destruction policy Ex. PW-13/B, but, the evidence detailed hereinabove still clearly goes to show that the petitioners were indeed on the rolls of respondents to 1 to 3 from 1997 till 2000. At best they can be said to have come on the rolls of Nova Security Service (respondent no.4) in the year 2000 alone.

84. Though, much was urged that no appointment letters have been placed on record to prove that they were ever employed or engaged by the respondents no.1 to 3 and merely the contribution of EPF will not mean that the petitioners had any relation of an employer and employee with the respondents no. 1 to 3 but I am afraid the said contention of the Learned Counsel cannot be sustained in view of the evidence discussed hereinabove, *supra*. More so the said factum is further corroborated by two applications for release of Vehicle made *vide* Ex. PW-15/A-9 and Ex. PW-15/A-1/8 whereby petitioners Mehar Lal and Prakash Chand while making an application for the release of the vehicle of the Oberoi Cecil relating to an FIR registered in 1997 and 2000 respectively have averred therein that they were the drivers of the aforesaid vehicle. It may not directly prove the factum of the employer and employee relationship but it does corroborate the fact that they were working as driver with the respondent no.3 even in the year 1997. The overwhelming documentary evidence on record, dehorse the appointment letters also goes to show that they were working as drivers with the respondents no.1 to 3. The testimonies of the witnesses of the respondents themselves, more particularly RW-1, RW- 3, RW-4, RW-7 and RW-10 also go to show that Nova Security Services started rendering contract service to the respondents no. 1 to 3 only after the year 2000.

85 It is true that the Hon'ble Supreme Court as far back as 2004 in Workmen of Nilgiri Corporation Vs. State of TN, (2004) 3 SCC 514 had held that the existence of a relationship between an employer and an employee will have to be substantiated by the person who sets it up. In the present case however strangely the respondents have not denied the relationship *per se*, there stand being that they were always the employees of Nova Security. As per the evidence on record and discussed hereinabove, Nova Security came into the picture for the first time in the year 2000, itself. That being so the respondents no. 1 to 3, having failed to deny the relationship, now cannot take the benefit of the aforesaid judgment. Moreover, as detailed hereinabove the petitioners have placed on record sufficient material to show that they were in fact working with the respondents no.1 to 3 from the year 1997 or the dates mentioned against their names in para 1 of statement of claim, atleast till the year 2000/2001. It is by now well settled that a person who claims equity must come in a fair and equitable manner. The respondents no.1 to 3 have never pleaded or proved that the petitioners had been working with them till Nova Security Service came in to picture. In that sense of the matter the respondents no. 1 to 3 cannot even take advantage of the fact that the petitioners raised their demands too late *i.e.* on 12.1.2009, *moreso*, because it is an undisputed fact that M/s Mercury Car Rental Pvt. Ltd., entered into an agreement with respondents no. 1 to 3 *w.e.f.* 1.4.2008 and they were only to provide the service of rental cars directly to the customers of the respondents no.1 to 3. It was in fact Nova Security who had also entered with an agreement with respondent No. 5 that they would provide them the service of their drivers/cleaners. The petitioners cannot also be said to be estopped from raising the dispute at this belated stage as was being urged faintly. Had the respondents no.1 to 3, set up a case that the petitioners were engaged directly by them in the year 1997 and then were re-engaged through respondent no.4, *w.e.f.* 2000, acquiescence and estoppel could have been urged, but the same does not now lie in the mouth of the respondents no. 1 to 3.

86. Since, the evidence on record clearly shows that the petitioners were working as Drivers with the respondents no. 1 to 3 from the year 1997 till the year 2000 when Nova Security Service (respondent No. 4) entered into a contract with the respondents No. 1 to 3 and it is only after the year 2000 that the petitioners got on to the rolls of respondent No. 4, the question of control and supervision of work and the test laid thereto will not be of much relevance in the present case, as from the year 1997 till 2000 admittedly there was no contractor between the petitioner and the respondents No.1 to 3. The control and supervision during this period will have to only rest with the respondents No. 1 to 3. The ratio of the two judgments *i.e* **Bharat Heavy Electrical Ltd. and Sintex case**, referred to hereinabove, *supra* does not thus apply in the facts and circumstances of this case, because prior to the year 2000 the petitioners cannot be said to be the contractual drivers. As per the evidence on record, at best the petitioners can be said to be the contractual drivers only after the year 2000. The dispute does not relate to their engagements in the year 2000 but it only relates to the change of their service conditions in the year 2000 and that too without any notice as contemplated under section 9-A of the Act. Section 9-A postulate thus: **Section 9A Of The Industrial Disputes Act, 1947** 9A. Notice of change.—

No employer, who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the Fourth Schedule, shall effect such change,—

- (a) without giving to the workmen likely to be affected by such change a notice in the prescribed manner of the nature of the change proposed to be effected; or
- (b) within twenty- one days of giving such notice: Provided that no notice shall be required for effecting any such change—
 - (a) where the change is effected in pursuance of any settlement or award]; or
 - (b) where the workmen likely to be affected by the change are persons to whom the Fundamental and Supplementary Rules, Civil Services (Classification, Control and Appeal) Rules, Civil Services (Temporary Service) Rules, Revised Leave Rules, Civil Service Regulations, Civilians in Defence Services (Classification, Control and Appeal) Rules or the Indian Railway Establishment Code or any other rules or regulations that may be notified in this behalf by the appropriate Government in the Official Gazette, apply.

87. Since, the respondents no. 1 to 3 have denied that the petitioners were never working with them, therefore the question of having issued notice under section 9-A of the Act does not arise and they have in fact not served any notice to the aforesaid petitioners regarding the change of their service conditions in the year 2000. It is almost and undisputed fact that no notice of the change so effected by respondents *w.e.f.* the year 2000 was afforded to the petitioners, it undoubtedly will thus fall under clause 9 of Schedule IV of the Act and as such it was incumbent upon the respondents no. 1 to 3 to have notified the said change to the petitioners, which admittedly was not done. The action of the respondents no. 1 to 3 is thus illegal, arbitrary and against the mandate of section 9-A of the Act.

88. It however transpires from the record that only Bhim Singh, Vinod Kumar, Krishan Dayal, Ram Lal, Dharam Singh, Mehar Lal and Prakash Chand were engaged in the year 1997. Petitioners Surender Kumar came to be engaged in June 2001, Padam Singh in April, 2001 and Ashok Kumar on 25.4.2003. That being so, the three of them in fact apparently come straightway on the rolls of Nova Security Service. The other petitioners however had been working with the respondent no.1 to 3. It is thus held that seven petitioners namely Bhim Singh, Vinod Kumar, Krishan Dayal, Ram Lal, Dharam Singh, Mehar Lal and Prakash Chand have been working with

Oberoi Cecil/Wild Flower Hall from the year 1997 till the year 2000 and their services had been handed over to M/s Nova Security in violation of the provisions of section 9-A of the Act. The issues are decided accordingly.

89. For all the reasons discussed hereinabove it is held that the seven petitioners Bhim Singh, Vinod Kumar, Krishan Dayal, Ram Lal, Dharam Singh, Mehar Lal and Prakash Chand were the employees of Oberoi Cecil/Wild Flower Hall (Respondents no. 1 to 3) right from the inception of their service *i.e.* from the year 1997 and they shall be deemed to be in their service even after the year 2000/2001, when they entered into a contract with respondent no.4, Nova Security Services. It is held accordingly. They shall be entitled to seniority and continuity in service from the respective dates of their joining. The petitioners who were not deputed or engaged by M/s Nova Security Services after the year 2000 or were disengaged by the respondents no.1 to 3 shall only be entitled to back-wages from the dates of their disengagement. The petitioners, who however continued working with contractors will not be entitled to any back-wages. The back-wages, if any shall be paid within 45 days, failing which the respondents no. 1 to 3 shall pay interest @ of 9% per annum from the date of this award till its realization thereof. The petitioners who has resigned of his own shall be considered the employee of the respondents no.1 to 3 only till the date of his resignation.

Issue No. 3:

90. The Learned Counsel for the respondents No. 1 to 3 have with all vehemence urged that the espousal of the demands is not proper as the replying respondents did not recognize any union known as the Oberoi Contractual Workers Union and it stands raised by one Bhim Singh as Group Leader/President of the Contractual Workers Union. Moreover, since the petitioners are neither the employees of the respondents no. 1 to 3, the question of violation of section 9-A will not arise. It will arise only, if they succeed in proving that they were the employees of respondents no. 1 to 3.

91. For all the reasons discussed in detail hereinabove *supra* and the findings returned *vis-a-vis* issues no. 1 & 2 above, clearly go to show that it is not the case that the employer employee relationship never existed between the respondents no. 1 to 3 and the petitioners. The relationship of a master and servant stands established as has been held hereinabove and as such the objection of the learned counsel for the respondents no. 1 to 3 cannot be sustained on this score.

92. A bare glance of the demand notice dated 12.1.2009 shows that the petitioners have also signed the demand notice individually. Apart from Bhim Singh it has been signed by nine other petitioners. Even assuming that Bhim Singh was not the President of the union or the union never existed the petitioners have signed the demand notice and raised their objections in their own behalf too before the Labour-cum-Conciliation Officer. It is thus apparent that the dispute in question was a collective dispute. As far back as the year 1958, the **Hon'ble Supreme Court in Workmen Vs. Dimakuchi TS State (AIR 1958 SC 354)** has clearly laid down that if the dispute is a collective dispute, and the party raising the dispute has a direct interest in the subject matter of dispute or even substantial interest in a sense that the class to which the aggrieved parties belong is adversely effected, it can be said there was community of interest. There being comity of interest of the class as a whole, it indeed furnishes a real nexus to the present petitioners in the present dispute too. In a case where the party to the dispute is composed of aggrieved workmen themselves and the subject matter of the dispute relates to them or any of them they clearly have a direct interest in the dispute. So is the situation in the present case.

93. It is thus apparent that the crucial test is one of community of interest and the person regarding whom the dispute is raised must be one in whose employment, non-employment, terms of employment and the conditions of labour, the parties to the dispute have a direct or a substantial

interest. The demand notice in the present case is supported by appreciable number of workmen, in fact all the petitioners. It thus cannot be said that no "industrial dispute" exists inter se the parties, as given in section 2-K of the Act. No other point is urged. The issue is thus decided against the respondents.

FINAL ORDER/ RELIEF

94. For the foregoing reasons discussed herein supra, the reference is partly answered in favour of the petitioners and against the respondents. As a sequel thereto, it is held that seven petitioners who were engaged prior to the year 2000 namely Bhim Singh, Vinod Kumar, Krishan Dayal, Ram Lal Dharam Singh Mehar Lal and Prakash Chand were the employees of Oberoi Cecil/Wild Flower Hall (respondent no. 2 & 3) right from the year 1997 and they shall be deemed to be in their service even after the year 2000/2001, when the respondents no. 2 & 3 had entered into a contract with respondent no. 4. They shall be entitled to seniority and continuity in service from the respective dates of their joining and shall be entitled to all consequential relief thereto. The petitioners who were not deputed or engaged by M/s Nova Security Services (respondent no. 4) after the year 2000 or who were either disengaged by respondents no. 2 & 3, shall be entitled to backwages and that too only from the date of their respective disengagements. The petitioner who, however, continued working with the contractor *i.e* Nova Security Service will however, not be entitled to any back-wages. The back-wages, if any shall be paid within 45 days, failing which the respondents no. 1 to 3 shall pay interest @ of 9% per annum from the date of this award till its realization thereof. The petitioners namely Padam Singh, Surender Kumar and Ashok Kumar, who were engaged after the year 2000, however shall be deemed to have been engaged directly through the contractor *i.e* Nova Security Service (respondent no.4) *w.e.f.* the dates reflected in the statement of claim.

95. The respondents no.1 to 3, however, shall be at liberty to take resort to the provisions of section 9-A of the Act, if so advised, though as per law and that too only prospectively. The reference is disposed off in the aforesaid terms. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced in the open Court today
On this 24th day of March 2021.

Sd/-

(CHIRAG BHANU SINGH),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Ref. 01 of 2019

Chander Pal
V/s

M/s Lotus Herbals Colour & Cosmetics

The Ld. Csl. the for petitioner submits that the matter indeed stands amicably settled *inter-see* the parties and the petitioner does not intend to press the reference any further. Consequently the reference is ordered to be dismissed as having become infructuous. Disposed off accordingly, Let a copy of this order be sent to the appropriate government for publication in the official gazette.

**Announced
24.03.2021.**

Sd/-
(CHIRAG BHANU SINGH),
*Presiding Judge,
Labour Court, Shimla.*

Workers Union Vs. 108 Ambulance Sewa.

(Application nos. 03 of 2021 and 12 of 2021)

**IN THE COURT OF SHRI CHIRAG BHANU SINGH, PRESIDING JUDGE, H.P.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

**Application no. 3 of 2021
Instituted on 11-1-2020
Decided on 31-3-2021**

108 Ambulance Sewa, Contract Workers Union (INTUC), Rajiv Bhawan near Lift, The Mall Shimla, H.P. through its Chairman/General Secretary *..Petitioners.*

The Manager/Operational Head GVK, 108 Ambulance Sewa, Village Dharampur, Shimla Chandigarh Highway, District Solan, H.P. *..Respondent.*

**Application no. 12 of 2021
Instituted on 16-2-2021.
Decided on 31-3-2021.**

108 Ambulance Sewa, Contract Workers Union (INTUC), Rajiv Bhawan near Lift, The Mall Shimla, H.P. through its Chairman/General Secretary. *..Petitioners.*

The Manager/Operational Head GVK, 108 Ambulance Sewa, Village Dharampur, Shimla Chandigarh Highway, District Solan, H.P. *..Respondent.*

Petitions under section 33-A of the Industrial Disputes Act

For petitioners : Shri R.K. Khidta, Advocate.
For respondent : Shri Rajat Sahotra, Advocate.

ORDER/AWARD

This order shall dispose off the aforesaid two petitions *i.e* application no. 3 of 2021 and 12 of 2021 being identical and involving similar questions of law and facts.

2. The petitioner union *i.e* the 108, Ambulance Sewa Contractor Workers Union have preferred the aforesaid two applications under section 33-A of the Industrial Disputes Act, 1947 (hereinafter to be referred as Act) for setting aside the dismissal order dated 13.12.2020, 7.1.2021, 27.1.2021 and 2.2.2021. The persons terminated in application no. 3 of 2021 are five emergency

medical technicians while the persons terminated in application no. 12 of 2021 are seven emergency medical technicians and pilots working with the respondent.

3. It is the contention of the petitioner union that it is a duly registered body. They have annexed along-with the copy of registration certificate and the list of the Executive Committee members. The Chairman namely Shri Puran Chand and Shri Vijay Kumar, General Secretary have been duly authorized to pursue the case of the workers.

4. Per the petitioner union the Government of India has started a service known as 108 Ambulance Sewa under the National Mission Scheme, whereby the State of Himachal Pradesh has entered into a Memorandum of Understanding with the respondent (GVK) for providing the services of 108 Ambulance in the State of Himachal Pradesh. The respondent contractor has to abide by all the labour laws, applicable in the State and even the financial benefits are being released by the State Government through the contractor *i.e* the respondent herein.

5. It is further the case of the union that the respondent had illegally terminated certain workmen and had even failed to provide facilities as per the MOU. They have also filed petitions under section 20 and 21 of the Minimum Wages Act, 1948, as the respondents are not paying the minimum wages to the workers employed by them. The same is pending before the Ld. CJM Shimla. The copy of the demand notice and the petition under the Minimum Wages Act have been annexed along-with as Annexure P-3 and Annexure P-5. A reference is also pending before this Court being reference no. 65 of 2016, regarding the grievances so raised by the workers through the union. The said demands, including the illegal terminations are stated to be pending for adjudication before this Court.

6. It is further the case of the union that during the pendency of the reference the respondents initiated disciplinary proceedings against the workers namely Manmohan, Aslam Mohd., Balraj, Hari Saran, Vishwanath Pratap Singh, Anchal Goswami, Vinod Kumar, Rohit Kumar (in application no. 12 of 2021) and Virender Kumar, Atul Mishra, Ajay Kumar, Uday Chauhan and Shamsh Deen (in application no. 3 of 2021). Show cause notices were issued to the workers. They had filed detailed replies thereto. After receiving the replies the workers had been called to the office of the respondent at Dharampur, where the workers have been pressurized to put their signatures on the papers and thereupon their services were terminated without following any procedure and without giving any opportunity of being heard. The copies of the show cause notices, replies and termination letters have been annexed along-with as Annexure P-7 to Annexure P-24 and Annexure P-6 to Annexure P-24 in both the applications, respectively.

7. It is thus the grouse of the petitioner union that the termination of the said workmen during the pendency of the reference and the petitions filed by them under the Minimum Wages Act, is illegal, arbitrary and against the mandatory provisions of section 33 of the Act. The respondents have failed to comply with the provisions of section 33, merely to victimize the workers and to frustrate their right involved under the Minimum Wages Act. The dismissal orders are in clear cut violation of section 33 of the Act and as such the same deserves to be quashed and set aside.

8. It is further the case of the union that no application for approval has been filed by the respondent before this Court neither one month's wages has been paid by the respondent to the workmen, which is a mandatory requirement of law as per section 33-2(b). The action is thus stated to be totally illegal and it is prayed that the dismissal being not valid in the eyes of law be quashed and set aside. It is further prayed that the dismissal orders passed against Shri Virender Kumar Atul Mishra, Ajay Kumar, Uday Chauhan and Shamsh Deen (in Application No. 3 of 2021) and workmen namely Manmohan, Aslam Mohd., Balraj, Hari Saran, Vishwanath Pratap Singh, Anchal

Goswami, Vinod Kumar, Rohit Kumar (in Application No. 12 of 2021) may be set aside and quashed and they may be allowed to work as per their respective designations and at the respective places where they were working along-with the all consequential benefits including back-wages. The petitioners also claims an amount of ₹ 50,000/- as litigation costs and damages to the tune of ₹ two lakhs.

9. The respondent while contesting the applications have filed replies which are *pari-materia*. The respondents have raised preliminary objections that on 8.12.2020, the General Secretary of the union had instigated the employees of the 108 National Ambulance Sewa and 102 Janani Express not to follow and share the Patient Care record details (PCR) in real time and even not to follow the closing of the EM case after handing over the patient to the medial/health institution. This resulted in a strike/protest and all the terminated workers had not been informing the respondent about the various details captured/related to the emergency case handled in real time. The copies of the Whatsapp. messages circulated in this behalf have been annexed as Annexure R-2 and Annexure R-3.

10. It is further the contention of the respondent that due to the aforesaid acts of the workers, the emergency Ambulance Service started getting affected and it had become difficult for the respondent to know whether the patient had been picked up in time from the incident location or not. It had also become difficult for the respondent to comprehend as to whether the Ambulance was free to handle the next patient. The act of the petitioners in not sharing the patient care record was intentional and a deliberate attempt to disturb the operation, create confusion and slow down the work during Covid time.

11. It is also urged by the respondent that the employees had violated the orders of the Hon'ble High Court passed in CWPIIL 135/2017 dated 8.1.2020, whereby the employees have been directed not to indulge in protest/strike etc. the copy of the said order is annexed along-with as Annexure R-4. It is also contended that the employees have been paid the enhanced salary of ₹15,000/- per month and the Hon'ble High Court had expressed its satisfaction on this score, while passing the order dated 13.11.2020 in CWPIIL no. 10010 of 2020, as is clear from the copy of the order annexed alongwith as Annexure R-5.

12. It is also the contention of the respondent that the employees had been restrained to go on strike by the Hon'ble High Court in CWPIIL No. 11 of 2020 and as such the employees could be prosecuted under the Contempt of Court Act as is clear from Annexure R-6 attached along-with. As a sequel to the aforesaid order the Mission Director, NHM had also sent a letter to the respondent in this behalf *vide* Annexure R-7. When the workmen resorted to such tactics, the Mission Director had been informed *vide* E-mails dated 17.12.2020 and 23.12.2020, that the employees had gone on strike as is clear from Annexure R-8 annexed along-with.

13. It is further the case of the respondent that they had issued multiple circulars to all its employees through Whatsapp/text messages to update the PCR on real time basis, as their acts were endangering the lives of the people in need of emergency service and their acts were also contemptuous of the orders passed by the Hon'ble High Court. The circulars are attached along-with as Annexure R-9. The copy of the status report dated 4.1.2021 (Annexure R-10) also apprises about the various issues being faced by the respondent due to the strike/protest of the employees. It is thus the case of the respondent that for all the aforesaid reasons the employees were terminated by the respondent.

14. It is further the case of the respondent that the present applications are not maintainable as there were no pending dispute in reference no. 65/2016 pertaining to the present applicants and as such the applications are not maintainable. It is further the contention of the respondent that the

provisions of section 33-A of the Act are not applicable as the dispute raised in reference no. 65/2016, pertains to the employees of the contractor *i.e* M/s Addecco Flexions Workforce Solutions. The petitioners have not come to this Court with clean hands and have suppressed the material facts from this Court. More particularly as the union itself has circulated messages not to provide PCR details and to go on strike.

15. On merits, it is admitted that the State of Himachal Pradesh had entered into MOU with the respondent and they had agreed to abide by all laws applicable in the state, and the same are being followed by the respondent. It is however, denied that they had earlier terminated the services of workers and that the demands raised by the union as per reference no. 65/2016 pertained to the respondent. Per the respondent the services of the workmen had been terminated by the contractor *i.e* M/s Addecco Flexions Workforce Solutions during the period 2012-13 and the respondent thus have no connection to the said reference.

16. It is denied that the respondent had terminated the services of the workers because of some ulterior motive or to victimize them. Per the respondent, on the contrary the workers had been issued advisory notes and show cause notices as they were not closing the EM cases, which was an integral part of their daily functioning and extremely important part of the emergency medical services. They not only failed to provide the PCR detail on real time basis but also instigated other workers to resort to a strike/protest. The workers not only violated the orders of the Hon'ble High Court in CWPIL no. 135/2017 and CWPIL no. 11 of 2020 but also went on strike/protest which amounted to major misconduct and insubordination. Consequently, show cause notices were issued to them. The replies having not been found satisfactory a disciplinary enquiry was conducted, whereby complete opportunity of being heard was afforded to the workmen.

17. It is further the case of the respondent that the terminated workers in the disciplinary enquiry had admitted the fact that they were not closing the EM cases with 108 ERC (updating the patient care record on real time basis) and they had tendered an apology for the same. The copy of their admission letters have been annexed along-with as Annexure R-3 and Annexure R-14, respectively. It is only after hearing the workmen that their services had been terminated by the respondent.

18. It is further the case of the respondent that as per orders passed in CWPIL No. 11 of 2020 dated 3.12.2020 the Hon'ble High Court had already directed to terminate the services of those employees who go on strike during Covid-19 pandemic. It is further their case that section 33 of the Act is not applicable as the terminated workers do not have any concern with the pending dispute under reference no. 65/2016.

19. It is further the case of the respondent that these workers had indulged in slowing down the operation and were not complying with the laid down protocols and processes of the Emergency Ambulance Sewa and as such were guilty of misconduct, of disobedience in discharging their day to day duties. They have rather admitted their misconduct, hence, the action of the respondent cannot be faulted at any score. It is thus prayed that the applications be dismissed.

20. While filing rejoinders to the replies (in both the applications) filed by respondent, the applicants controverted the averments in the replies filed by respondent and further reiterated those in the petition.

21. I have heard the learned counsel for the parties and gone through the records of the case carefully.

22. At the very outset it would be relevant to point out here that the case does not pertain to the power and competence of the respondent to initiate disciplinary proceedings and that the due procedure as envisaged under law, had not been followed. It is not that the enquiry proceedings are under challenge or approval has been sought to terminate the workmen on the basis of the disciplinary proceedings.

23. The only question which is required to be answered is whether the respondent could have changed the service conditions of the workmen, more particularly, discharge or punish them, whether by dismissal or otherwise, without seeking the approval of this Court, more particularly in view of the provisions envisaged in section 33 of the Act. It would thus not be proper to go into the legality of the disciplinary proceedings, *per se*.

24. In short, it is the case of the petitioner union that the respondent did not follow the provisions of section 33-2(b) of the Act, while terminating the services of the workmen. Neither have the respondent paid one month's salary nor they have filed an application seeking the approval of this Court, more particularly, keeping in view the pendency of the reference no. 65/2016 before this Court. The provisions of section 33 being mandatory the action of the respondent is void and illegal.

25. *Per contra*, it is the case of the respondent that not only have the terminated workmen been closing the EM cases with 108 PCR (updating the patient care record on real time basis) but have also been intentionally slowing down the emergency services and literally resulting in a strike/protest. Having admitted such acts of insubordination, there was no other option with the respondent but to terminate the services of the said workmen. More particularly, because the Hon'ble High Court in CWPIL no. 135 of 2017 and CWPIL no. 11 of 2020 had directed the employees not to resort to protest/strikes and had also directed that the services of those employees who go on strike during Covid-19 pandemic can be terminated. As per the respondent the provisions of section 33 of the Act are not applicable as the terminated workers do not have any concern with the reference no. 65/2016, pending before this Court.

26. However, admittedly the respondent has neither paid any wages for one month to any of the workmen so terminated, nor any approval has been sought from this Court as per section 33-2(b) of the Act.

27. It would now be apposite to note that the reference no. 65/2016 has been initiated by the 108 HP Contract Workers Union as is clear from Annexure P-4 on record. The demands therein relates to a few terminated employees and to the general working conditions of the workers and the facilities to be made available to them. It also demands that all the employees of the respondent be registered with the Labour Department and all of them be covered under EPF and ESI schemes. They also sought wages at par with the other Government Employees and one holiday in each week. It is thus apparent that the demands were raised on behalf of all the workmen. The espousal of the cause in the present applications and the reference is by the Union and admittedly pertains to all the workers working with the respondent and registered with the union.

28. Though the respondent has tried to portray that the workers in Reference no. 65/2016 were the employees of the contractor *i.e* M/s Addecco Flexion Workforce Solution, but, there is nothing on record to prove so. Annexure P/5, the copy of the reference sent by the Appropriate Government, also does not in any way substantiate the contention of the respondent.

29. Reading of section 33 (2) would be relevant at this stage. It reads thus:

Section 33 in The Industrial Disputes Act, 1947

33. Conditions of service, etc., to remain unchanged under certain circumstances during pendency of proceedings.-

(1)

(2) During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders applicable to a workman concerned in such dispute or, where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman],--

(a) alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding; or

(b) for any misconduct not connected with the dispute, or discharge or punish, whether by dismissal or otherwise, that workman: Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.

(3)

30. The bare reading of section 33 shows that it contemplates both the situations i.e change of service conditions in regard to any matter connected with the dispute and even a change with regard to any matter not connected with the dispute. Section 33-1 (a) deals with the situation whether the change of condition are in regard to any matter connected with the dispute while clause 2-(a&b) specifically deals with the misconduct not connected with the dispute. The rigors are slightly less where the matter is not connected with the dispute. In the former case express permission in writing is required while in the later, approval has to be sought from the competent authority and one month's wages have to be paid to the workman. It is not that the employers cannot discharge, punish or dismiss the employees for any misconduct even not connected with the dispute, but in those circumstances, prior approval of the authority so envisaged under the section has to be sought and wages for one month's has to be paid to the workman.

31. It is now by fairly well settled that the provisions of section 33 are mandatory in nature. In this behalf support can ably be drawn from the judgment of the **Hon'ble Supreme Court titled as Jaipur Zila Sehkari Bhoomi Vikas Bank Ltd. Vs. Ram Gopal Sharma and others (2002) 2 SCC 244** and a recent judgment of our own Hon'ble High Court titled as **Pritpal Vs. M/s Federal Mogal Bearing India Ltd. CWP No. 3441 of 2012 decided on 12.10.2018**. Our own Hon'ble High Court has rather gone further to hold that section 33 does not envisage a situation where the management can first terminate the services of an employee and thereafter seeking ratification of such order. The import of the statutory provisions is that before such action is actually taken by the management, permission in this regard has to be obtained from the competent/concerned authority.

32. In the case in hand, admittedly, the respondent management had not taken resort to the provisions of section 33-2(b) of the Act, and since the provisions are mandatory in nature, the act of the respondent in not complying with the said provision renders the action, so taken by them void and illegal in the eyes of law.

33. No doubt, the learned counsel for the respondent has very strenuously urged that the action is not based on malafide, but it was in administrative exigency, and further a proper enquiry had been conducted against the workmen and that too for gross misconduct. The workers had been not only slowing down the emergency service but were also failing to update the patient care record on real time basis. They were failing to inform the respondent about the various details related to the EM cases handled by them in real time. The action of the respondent literally tantamounted to striking work. Since, the Hon'ble High Court had restrained them from going on strike/protest, the action of the workmen not only is contemptuous but amounted to misconduct. They were charge sheeted for their misconduct and a proper enquiry was initiated against them and since the workmen admitted their lapses, their services were terminated.

34. Without going into the merits of the contentions, more particularly, the legality or otherwise of the disciplinary proceedings, suffice it to say that neither the respondent approached the Hon'ble High Court that the workmen had resorted to a strike/protest and as such violated the directions made in CWPIL No. 11 of 2020, neither did they seek the approval of this Court for terminating their services. No doubt, the respondent had all the liberty to initiate the disciplinary proceedings but nothing stopped them from either approaching this Court for seeking approval or directly approaching the Hon'ble High Court for the contempt allegedly committed by the said workmen. Since, the provisions of section 33-2(b) of the Act are mandatory in nature the respondent were necessarily required to file an application, for seeking the approval. It would rather have given a semblance of legality to their action. But for reasons best known to them, the respondent failed to do so.

35. It is not a case that the disciplinary proceedings are hit by the vice of arbitrariness and is wrong and illegal, as such the merits of the enquiry have not been touched. It is only that the respondent has failed to abide by the provisions of section 33-2(b), which are otherwise mandatory in nature. Having conducted the disciplinary proceedings the respondent had merely to file an application, for seeking approval of their action. At best it could have delayed the termination orders by a few days, but the respondent chose not to file the application at all. It militates against the mandatory provisions of section 33-2(b) and cannot be sustained. The respondent no doubt could terminate the petitioners, but as per law i.e by following the procedure enumerated in section 33-2(b) of the Act.

36. Having failed to abide by the mandatory provisions so envisaged under section 33-2(b) of the Act, it has to be held that the action of the respondent is violative of the same and liable to be quashed and set aside. It is ordered accordingly.

37. As a sequel, the termination of the workmen namely Virender Kumar Atul Mishra, Ajay Kumar, Uday Chauhan and Shamsh Deen (in Application no. 3 of 2021) and workmen namely Manmohan, Aslam Mohd., Balraj, Hari Saran, Vishwanath Pratap Singh, Anchal Goswami, Vinod Kumar, Rohit Kumar (in Application no. 12 of 2021) from their respective dates of termination are quashed and set aside. They are ordered to be reinstated forthwith. They shall be entitled to seniority and continuity from the dates of their respective termination. Seeing to the nature allegations made against the workmen, more so, as it pertains to maintaining the emergency services, it is directed that the petitioners shall only be entitled to back-wages @ 50% of their salary. The said amount shall be payable from the date of their respective terminations till their reinstatement. It is however directed that no workmen shall resort to any strike or contravenes any orders passed by the Hon'ble High Court or even try to slow down the services in any manner. Both the applications are disposed off in the aforesaid terms. There shall be no orders as to costs. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced in the open Court today

On this 31st day of March 2021.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

**कार्मिक विभाग
सचिवालय प्रशासन सेवाएं-I**

अधिसूचना

शिमला-2, 6 मई, 2021

संख्या पर-(एसएस-1)ए(3)-4/2019.—हिमाचल प्रदेश के राज्यपाल, भारत के संविधान के अनुच्छेद 309 के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, हिमाचल प्रदेश, कार्मिक विभाग (सचिवालय प्रशासन सेवाएं) **सुरक्षा गार्ड, वर्ग-III** (अराजपत्रित) के पद के लिए इस अधिसूचना से संलग्न उपाबन्ध —“क” के अनुसार भर्ती और प्रोन्नति नियम बनाते हैं, अर्थात् :—

1. संक्षिप्त नाम और प्रारम्भ.—(1) इन नियमों का संक्षिप्त नाम हिमाचल प्रदेश कार्मिक विभाग (सचिवालय प्रशासन सेवाएं) **सुरक्षा गार्ड, वर्ग-III** (अराजपत्रित) भर्ती और प्रोन्नति नियम, 2021 है।

(2) ये नियम राजपत्र (ई-गजट), हिमाचल प्रदेश में प्रकाशन की तारीख से प्रवृत्त होंगे।

2. निरसन और व्यावृत्तियां.—(1) अधिसूचना संख्या पर-(स.प्र.से.)ए-ए(3)-2/95, तारीख 19 जून, 1996 द्वारा अधिसूचित हिमाचल प्रदेश सरकार कार्मिक विभाग (सचिवालय प्रशासन) द्वारपाल (अराजपत्रित, वर्ग-III) भर्ती एवं प्रोन्नति नियम, 1996 का एतद् द्वारा निरसन किया जाता है।

(2) ऐसे निरसन के होते हुए भी उपर्युक्त उप-नियम 2(1) के अधीन इस प्रकार निरसित नियमों के अधीन की गई कोई नियुक्ति या बात या कार्रवाई इन नियमों के अधीन विधिमान्य रूप में की गई समझी जाएगी।

आदेश द्वारा,
ओंकार चन्द शर्मा,
प्रधान सचिव (सचिवालय प्रशासन)।

उपाबन्ध—“क”

हिमाचल प्रदेश, कार्मिक विभाग (सचिवालय प्रशासन सेवाएं) में, **सुरक्षा गार्ड, वर्ग-III** (अराजपत्रित) के पद के लिए भर्ती और प्रोन्नति नियम

- 1. पद का नाम.**—सुरक्षा गार्ड
- 2. पद (पदों) की संख्या.**—15 (पन्द्रह)
- 3. वर्गीकरण.**—वर्ग-III (अराजपत्रित), गैर-तकनीकी सेवाएं

4. वेतनमान.—पे बैण्ड: रुपए 5910—20200 रुपए. 2400/—ग्रेड पे
5. 'चयन' पद अथवा "अचयन" पद.—अचयन
6. सीधी भर्ती के लिए आयु.—लागू नहीं
7. सीधे भर्ती किए जाने वाले व्यक्ति (व्यक्तियों) के लिए अपेक्षित न्यूनतम शैक्षिक और अन्य अर्हताएं.—लागू नहीं।

8. सीधे भर्ती किए जाने वाले व्यक्ति (व्यक्तियों) के लिए विहित आयु और शैक्षिक अर्हताएं प्रोन्नत व्यक्ति (व्यक्तियों) की दशा में लागू होंगी या नहीं.—(क) आयु.—लागू नहीं।

(ख) शैक्षिक अर्हता:—लागू नहीं

9. परिवीक्षा की अवधि, यदि कोई हो.—दो वर्ष, जिसका एक वर्ष से अनधिक ऐसी और अवधि के लिए विस्तार किया जा सकेगा, जैसा सक्षम प्राधिकारी विशेष परिस्थितियों में और कारणों को लिखित में अभिलिखित करके आदेश दें।

10. भर्ती की पद्धति: भर्ती सीधी होगी या प्रोन्नति/सैकेण्डमेंट/स्थानान्तरण द्वारा और विभिन्न पद्धतियों द्वारा भरे जाने वाले पद (पदों) की प्रतिशतता.—शत प्रतिशत प्रोन्नति द्वारा।

11. प्रोन्नति/सैकेण्डमेंट/स्थानान्तरण द्वारा भर्ती की दशा में वे श्रेणियां (ग्रेड) जिनसे प्रोन्नति/सैकेण्डमेंट/स्थानान्तरण किया जाएगा.—जमादारों में से प्रोन्नति द्वारा, जिनका दो वर्ष का नियमित सेवाकाल या ग्रेड में की गई लगातार तदर्थ सेवा, यदि कोई हो, को सम्मिलित करके दो वर्ष का नियमित सेवाकाल हो।

(I) प्रोन्नति के सभी मामलों में पद पर नियमित नियुक्ति से पूर्व सम्भरक (पोषक) पद में की गई लगातार तदर्थ सेवा, यदि कोई हो, इन नियमों में यथाविहित सेवाकाल के लिए, इस शर्त के अधधीन प्रोन्नति के लिए गणना में ली जाएगी, कि सम्भरक (पोषक) प्रवर्ग में तदर्थ नियुक्ति/प्रोन्नति, भर्ती और प्रोन्नति नियमों के उपबन्धों के अनुसार चयन की उचित स्वीकार्य प्रक्रिया को अपनाने के पश्चात् की गई थी :

परन्तु उन सभी मामलों में जिनमें कोई कनिष्ठ व्यक्ति सम्भरक (पोषक) पद में अपने कुल सेवाकाल (तदर्थ आधार पर की गई सेवा सहित, जो नियमित सेवा/नियुक्ति के अनुसरण में हो) के आधार पर उपर्युक्त निर्दिष्ट उपबन्धों के कारण विचार किए जाने का पात्र हो जाता है, वहां अपने-अपने प्रवर्ग/पद/कांडर में उससे वरिष्ठ सभी व्यक्ति विचार किए जाने के पात्र समझे जाएंगे और विचार करते समय कनिष्ठ व्यक्ति से ऊपर रखे जाएंगे :

परन्तु यह और कि उन सभी पदधारियों की, जिन पर प्रोन्नति के लिए विचार किया जाना है, की कम से कम तीन वर्ष की न्यूनतम अर्हता सेवा या पद के भर्ती और प्रोन्नति नियमों में विहित सेवा, जो भी कम हो, होगी :

परन्तु यह और भी कि जहां कोई व्यक्ति पूर्वगामी परन्तुक की अपेक्षाओं के कारण प्रोन्नति किए जाने सम्बन्धी विचार के लिए अपात्र हो जाता है, वहां उससे कनिष्ठ व्यक्ति भी ऐसी प्रोन्नति के विचार के लिए अपात्र समझा जाएगा/समझे जाएंगे।

स्पष्टीकरण.—अंतिम परन्तुक के अन्तर्गत कनिष्ठ पदधारी प्रोन्नति के लिए अपात्र नहीं समझा जाएगा यदि वरिष्ठ अपात्र व्यक्ति भूतपूर्व सैनिक है जिसने आपातकाल के दौरान सशस्त्र बल में कार्य ग्रहण किया है और जिसे डिमोबिलाइज्ड आर्मड फोर्सिज परसोनल (रिजर्वेशन ऑफ वैकेन्सीज इन हिमाचल स्टेट नॉन टैक्नीकल सर्विसिज) रुल्ज, 1972 के नियम-3 के उपबन्धों के अन्तर्गत भर्ती किया गया है और तदधीन

वरीयता लाभ दिए गए हों या जिसे एक्स-सर्विसमैन (रिजर्वेशन ऑफ वैकेन्सीज इन दी हिमाचल प्रदेश टैक्नीकल सर्विसिज) रूल्ज, 1985 के नियम-3 के उपबन्धों के अन्तर्गत भर्ती किया गया हो और तदधीन वरीयता लाभ दिए गए हों।

(II) इसी प्रकार, स्थायीकरण के सभी मामलों में ऐसे पद पर नियमित नियुक्ति/प्रोन्नति से पूर्व सम्भरक (पोषक) पद पर की गई लगातार तदर्थ सेवा, यदि कोई हो, सेवाकाल के लिए गणना में ली जाएगी, यदि तदर्थ नियुक्ति/प्रोन्नति, उचित चयन के पश्चात् और भर्ती और प्रोन्नति नियमों के उपबन्धों के अनुसार की गई थी :

परन्तु की गई तदर्थ सेवा को गणना में लेने के पश्चात् स्थायीकरण के फलस्वरूप पारस्परिक वरीयता अपरिवर्तित रहेगी।

12 यदि विभागीय प्रोन्नति समिति/विभागीय स्थायीकरण समिति विद्यमान हो, तो उसकी संरचना.—जैसी सरकार द्वारा समय-समय पर गठित की जाए।

13. भर्ती करने में जिन परिस्थितियों में हिमाचल प्रदेश लोक सेवा आयोग से परामर्श किया जाएगा.—जैसा विधि द्वारा अपेक्षित हो।

14. सीधी भर्ती किए जाने के लिए अनिवार्य अपेक्षा.—लागू नहीं

15. सीधी भर्ती द्वारा पद पर नियुक्ति के लिए चयन.— लागू नहीं

16. आरक्षण.—सेवा में नियुक्ति, हिमाचल प्रदेश सरकार द्वारा समय-समय पर अनुसूचित जातियों/अनुसूचित जनजातियों/अन्य पिछड़े वर्गों और व्यक्तियों के अन्य प्रवर्गों के लिए सेवा में आरक्षण की बाबत जारी किए गए आदेशों के अधधीन होगी।

17. विभागीय परीक्षा.—लागू नहीं।

18 शिथिल करने की शक्ति.—जहां राज्य सरकार की यह राय हो कि ऐसा करना आवश्यक या समीचीन है, वहां वह, कारणों को लिखित में अभिलिखित करके और हिमाचल प्रदेश लोक सेवा आयोग के परामर्श से, आदेश द्वारा, इन नियमों के किसी उपबन्ध (उपबन्धों) को किसी वर्ग या व्यक्ति (व्यक्तियों) के प्रवर्ग या पद (पदों) की बाबत, शिथिल कर सकेगी।

[Authoritative English text of this Department Notification No. Per (SAS-I) A(3)-4/2019, dated 6th May, 2021 as required under Clause (3) of article 348 of the Constitution of India].

**PERSONNEL DEPARTMENT
SECRETARIAT ADMINISTRATION SERVICES-I**

NOTIFICATION

Shimla-171002, the 6th May, 2021

No.Per (SAS-I) A (3)-4/2019.—In exercise of the powers conferred by proviso to Article 309 of the Constitution of India, the Governor of Himachal Pradesh, is pleased to make the Recruitment and Promotion Rules for the post of **Security Guard, Class-III** (Non-Gazetted) in the Department of Personnel (Secretariat Administration Services), Himachal Pradesh, as per Annexure-“A” attached with this notification, namely:—

1. Short title and Commencement.—(1) These rules may be called the Himachal Pradesh, Department of Personnel (Secretariat Administration Services) Security Guard, Class-III (Non Gazetted) Recruitment and Promotion Rules, 2021.

(2) These rules shall come into force from the date of publication in the Rajpatra (e-Gazette), Himachal Pradesh.

2. Repeal & Savings.—(1) The Himachal Pradesh, Department of Personnel (Secretariat Administration Services) Security Guard, Class-III (Non Gazetted) Recruitment and Promotion Rules-1996 notified *vide* notification No.Per (SAS)-A-A(3)-2/95 dated 19th June, 1996, are hereby repealed.

(2) Notwithstanding such repeal, any appointment made or anything done or any action taken under the rules, so repealed under sub rule 2(1) *supra*, shall be deemed to have been validly made, done or taken under these rules.

By order,

ONKAR CHAND SHARMA,
Pr. Secretary (SA).

ANNEXURE-‘A’

**RECRUITMENT AND PROMOTION RULES FOR THE POST OF SECURITY GUARD,
CLASS-III (NON-GAZETTED) IN THE DEPARTMENT OF PERSONNEL
(SECRETARIAT ADMINISTRATION SERVICES), IN THE
HIMACHAL PRADESH SECRETARIAT**

- 1. Name of post.**—Security Guard
- 2. Number of post(s).**—15 (Fifteen)
- 3. Classification.**—Class-III (Non-Gazetted), Non-Technical Services
- 4. Scale of Pay.**—Pay Band Rs.5910-20200+ Rs.2400 Grade Pay
- 5. Whether “Selection” post or “Non-Selection” post.**—Non-Selection
- 6. Age for direct recruitment.**—Not applicable
- 7. Minimum Educational and other qualifications required for direct recruit(s).**—Not applicable.
- 8. Whether age and educational qualification(s) prescribed for direct recruit(s) will apply in the case of the promotee(s).**—(a) Age:—Not applicable.
(b) *Educational qualification:*—Not applicable
- 9. Period of probation, if any.**—Two years subject to such further extension for a period not exceeding one year as may be ordered by the competent authority in special circumstances and reasons to be recorded in writing.

10. Method(s) of recruitment, whether by direct recruitment or by promotion/secondment/ transfer and the percentage of post(s) to be filled in by various methods.—100% by promotion.

11. In case of recruitment by promotion/ secondment/ transfer, grade(s) from which promotion/secondment/transfer is to be made.—By promotion from amongst the Jamadars who possess two years regular service or regular combined with continuous *adhoc* service, if any, in the grade.

(I) In all cases of promotion, the continuous *adhoc* service rendered in the feeder post if any, prior to regular appointment to the post shall be taken into account towards the length of service as prescribed in these rules for promotion subject to the conditions that the *adhoc* appointment/promotion in the feeder category had been made after following proper acceptable process of selection in accordance with the provisions of R & P Rules.

Provided that in all cases where a junior person becomes eligible for consideration by virtue of his total length of service (including the service rendered on *adhoc* basis followed by regular service/appointment) in the feeder post in view of the provisions referred to above, all persons senior to him in the respective category/post/cadre shall be deemed to be eligible for consideration and placed above the junior person in the field of consideration:

Provided that all incumbents to be considered for promotion shall possess the minimum qualifying service of at least three years or that prescribed in the Recruitment & Promotion Rules for the post, whichever is less:

Provided further that where a person becomes ineligible to be considered for promotion on account of the requirements of the preceding proviso, the person(s) junior to him shall also be deemed to be ineligible for consideration for such promotion.

EXPLANATION.—The last proviso shall not render the junior incumbents ineligible for consideration for promotion if the senior ineligible persons happened to be Ex-Servicemen **who have joined armed forces during the period of emergency and** recruited under the provisions of Rule-3 of Demobilized Armed Forces Personnel (Reservation of vacancies in Himachal State Non-Technical Service) Rules, 1972 and having been given the benefit of seniority there under or recruited under the provision of Rule-3 of Ex-Servicemen (Reservation of vacancies in the Himachal Pradesh Technical Service) Rules, 1985 and having been given the benefit of seniority there under.

(II) Similarly, in all cases of confirmation, continuous *adhoc* service rendered on the feeder post if any, prior to the regular appointment against such post shall be taken into account towards the length of service, if the *adhoc* appointment/promotions had been made after proper selection and in accordance with the provision of the Recruitment & Promotion Rules:

Provided that *inter-se*-seniority as a result of confirmation after taking into account, *adhoc* service rendered shall remain unchanged.

12. If a Departmental Promotion Committee/Departmental Confirmation Committee exists, what is its composition ?.—As may be constituted by the Govt. from time to time.

13. Circumstances under which the Himachal Pradesh Public Service Commission (HPPSC) is to be consulted in making recruitment.—As required under the law.

14. Essential requirement for a direct recruitment.—Not applicable.

15. Selection for appointment to the post by direct recruitment.—Not applicable.

16. Reservation.—The appointment to the service shall be subject to orders regarding reservation in the service for Scheduled Castes/Scheduled Tribes/Other Backward Classes/other categories of persons issued by the Himachal Pradesh Government from time to time.

17. Departmental Examination.—Not applicable.

18. Power to Relax.—Where the Government is of the opinion that it is necessary or expedient to do so, it may, by order for reasons to be recorded in writing and in consultation with the Himachal Pradesh Public Service Commission relax any of the provision(s) of these rules with respect to any class or category of person(s) or post(s).

**In the Court of Sh. Jagan Thakur, Marriage Officer-cum-Sub-Divisional
Magistrate Dalhousie, Tehsil Dalhousie, District Chamba (H.P.)**

In the matter of :

1. Shri Ajay Kumar s/o Shri Darshan Kumar, r/o Village Bharera, P.O. Bailly, Tehsil Dalhousie, District Chamba (H.P.) age 27 years.

2. Smt. Pooja Devi d/o Shri Kikker Singh, r/o Ward No. 02, V.P.O. Kot Palahari, Tehsil Nurpur, Distt. Kangra (H.P.) age 28 years . . Applicants.

Versus

General Public

Subject.—Application for the registration of Marriage under section 16 of the Special Marriage Act, 1954.

Shri Ajay Kumar and Smt. Pooja Devi have filed an application alongwith an affidavit in the court of undersigned under section 16 of the Special Marriage Act, 1954 stating that they have solemnized their marriage on 30-04-2011 and that they have been living together as husband and wife since then. Hence their marriage may be registered under Special Marriage Act, 1954.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding the registration of this marriage can file an objection personally or in writing before this court on or before 28-07-2021. After that no objection will be entertained and marriage will be registered.

Seal.

JAGAN THAKUR,
Marriage Officer-cum-Sub-Divisional Magistrate,
Dalhousie, District Chamba (H.P.).

**In the Court of Sh. Jagan Thakur, Marriage Officer-cum-Sub-Divisional
Magistrate Dalhousie, Tehsil Dalhousie, District Chamba (H.P.)**

In the matter of :

1. Shri Suraj Parkash s/o Shri Des Raj, r/o Village Karad, P.O. Bagdhar, Tehsil Dalhousie, District Chamba (H.P.) age 24 years.

2. Smt. Reeva d/o Shri Budhi Chand, r/o Village Surajpur, P.O. Dhalira, Tehsil Dehra, Distt. Kangra (H.P.) age 21 years . . Applicants.

Versus

General Public

Subject.—Application for the registration of Marriage under section 16 of the Special Marriage Act, 1954.

Shri Suraj Parkash and Smt. Reeva have filed an application alongwith an affidavit in the court of undersigned under section 16 of the Special Marriage Act, 1954 stating that they have solemnized their marriage on 30-05-2011 and that they have been living together as husband and wife since then. Hence their marriage may be registered under Special Marriage Act, 1954.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding the registration of this marriage can file an objection personally or in writing before this court on or before 28-07-2021. After that no objection will be entertained and marriage will be registered.

Seal.

JAGAN THAKUR,
*Marriage Officer-cum-Sub-Divisional Magistrate,
Dalhousie, District Chamba (H.P.).*

**In the Court of Sh. Jagan Thakur, Marriage Officer-cum-Sub-Divisional
Magistrate Dalhousie, Tehsil Dalhousie, District Chamba (H.P.)**

In the matter of :

1. Shri Mahinder Singh s/o Shri Des Raj, r/o Village Dramanu, P.O. Goli, Tehsil Dalhousie, District Chamba (H.P.) age 27 years.

2. Smt. Aakasni d/o Shri Tilak Raj, r/o Village Dhanei, P.O. Saru, Tehsil Chamba, Distt. Chamba (H.P.) age 19 years . . Applicants.

Versus

General Public

Subject.—Application for the registration of Marriage under section 16 of the Special Marriage Act, 1954.

Shri Mahinder Singh and Smt. Aakasni have filed an application alongwith an affidavit in the court of undersigned under section 16 of the Special Marriage Act, 1954 stating that they have solemnized their marriage on 30-05-2011 and that they have been living together as husband and wife since then. Hence their marriage may be registered under Special Marriage Act, 1954.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding the registration of this marriage can file an objection personally or in writing before this court on or before 28-07-2021. After that no objection will be entertained and marriage will be registered.

Seal.

JAGAN THAKUR,
*Marriage Officer-cum-Sub-Divisional Magistrate,
Dalhousie, District Chamba (H.P.).*

**In the Court of Sh. Jagan Thakur, Marriage Officer-cum-Sub-Divisional
Magistrate Dalhousie, Tehsil Dalhousie, District Chamba (H.P.)**

In the matter of :

1. Shri Rahul s/o Shri Nand Lal, r/o Village Pukhri Kotha, P.O. Bathri, Tehsil Dalhousie, District Chamba (H.P.) age 26 years.
2. Smt. Bindu Devi d/o Shri Kunj Lal, r/o Village & P.O. Belera, Tehsil Dhalhousie, Distt. Chamba (H.P.) age 24 years . . Applicants.

Versus

General Public

Subject.— Application for the registration of Marriage under section 16 of the Special Marriage Act, 1954.

Shri Rahul and Smt. Bindu Devi have filed an application alongwith an affidavit in the court of undersigned under section 16 of the Special Marriage Act, 1954 stating that they have solemnized their marriage on 07-05-2021 and that they have been living together as husband and wife since then. Hence their marriage may be registered under Special Marriage Act, 1954.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding the registration of this marriage can file an objection personally or in writing before this court on or before 28-07-2021. After that no objection will be entertained and marriage will be registered.

Seal.

JAGAN THAKUR,
*Marriage Officer-cum-Sub-Divisional Magistrate,
Dalhousie, District Chamba (H.P.).*

**In the Court of Sh. Jagan Thakur, Marriage Officer-cum-Sub-Divisional
Magistrate Dalhousie, Tehsil Dalhousie, District Chamba (H.P.)**

In the matter of :

1. Shri Shamsher Singh s/o Shri Sahbo Ram, r/o Village Pukhri, P.O. Banikhat, Tehsil Dalhousie, District Chamba (H.P.) age 32 years.

2. Smt. Maneesha Devi d/o Shri Karam Singh, r/o Village Dramnu, P.O. Goli, Tehsil Dhalhousie, Distt. Chamba (H.P.) age 26 years . . *Applicants.*

Versus

General Public

Subject.—Application for the registration of Marriage under section 16 of the Special Marriage Act, 1954.

Shri Shamsher Singh and Smt. Maneesha Devi have filed an application alongwith an affidavit in the court of undersigned under section 16 of the Special Marriage Act, 1954 stating that they have solemnized their marriage on 21-04-2021 and that they have been living together as husband and wife since then. Hence their marriage may be registered under Special Marriage Act, 1954.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding the registration of this marriage can file an objection personally or in writing before this court on or before 28-07-2021. After that no objection will be entertained and marriage will be registered.

Seal.

JAGAN THAKUR,
*Marriage Officer-cum-Sub-Divisional Magistrate,
Dalhousie, District Chamba (H.P.).*

**In the Court of Sh. Jagan Thakur, Marriage Officer-cum-Sub-Divisional
Magistrate Dalhousie, Tehsil Dalhousie, District Chamba (H.P.)**

In the matter of :

1. Shri Amit Kumar s/o Ajit Kumar, r/o Village Baloon bazar, Dalhousie, Tehsil Dalhousie, District Chamba (H.P.) age 26 years.

2. Smt. Nisha d/o Shri Parmesh, r/o Mohalla Pacca Tala, Chamba, P.O. Chamba, Tehsil Chamba, Distt. Chamba (H.P.) age 24 years . . *Applicants.*

Versus

General Public

Subject.—Application for the registration of Marriage under section 16 of the Special Marriage Act, 1954.

Shri Amit Kumar and Smt. Nisha have filed an application alongwith an affidavit in the court of undersigned under section 16 of the Special Marriage Act, 1954 stating that they have solemnized their marriage on 15-03-2017 and that they have been living together as husband and wife since then. Hence their marriage may be registered under Special Marriage Act, 1954.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding the registration of this marriage can file an objection personally or in writing before this court on or before 28-08-2021. After that no objection will be entertained and marriage will be registered.

Seal.

JAGAN THAKUR,
*Marriage Officer-cum-Sub-Divisional Magistrate,
Dalhousie, District Chamba (H.P.).*

**In the Court of Sh. Jagan Thakur, Marriage Officer-cum-Sub-Divisional
Magistrate Dalhousie, Tehsil Dalhousie, District Chamba (H.P.)**

In the matter of :

1. Shri Singh Sahib s/o Sh. Parmjeet Singh, r/o 91, ABC Sadar bazar, Dalhousie, Tehsil Dalhousie, District Chamba (H.P.) age 29 years.

2. Smt. Mehak Verma d/o Shri Subesh Chand, r/o Kallar, Near BDO Office, Udhampur, Distt. (J&K) age 26 years . . Applicants.

Versus

General Public

Subject.—Application for the registration of Marriage under section 16 of the Special Marriage Act, 1954.

Shri Singh Sahib and Smt. Mehak verma have filed an application alongwith an affidavit in the court of undersigned under section 16 of the Special Marriage Act, 1954 stating that they have solemnized their marriage on 23-07-2021 and that they have been living together as husband and wife since then. Hence their marriage may be registered under Special Marriage Act, 1954.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding the registration of this marriage can file an objection personally or in writing before this court on or before 17-08-2021. After that no objection will be entertained and marriage will be registered.

Seal.

JAGAN THAKUR,
*Marriage Officer-cum-Sub-Divisional Magistrate,
Dalhousie, District Chamba (H.P.).*

**ब अदालत श्री नानक राम नेगी कार्यकारी दण्डाधिकारी (नायब तहसीलदार), उप-तहसील टापरी,
जिला किन्नौर (हि0 प्र0)**

मुकद्दमा नं0 16/2011

तारीख : 29-07-2021

श्री पलस राम, निवासी चगांव, तहसील टापरी, जिला किन्नौर (हि0 प्र0)

बनाम

आम जनता

विषय.—प्रार्थना—पत्र बराए नाम दुरुस्ती।

श्री पलस राम, निवासी गांव चगांव, तहसील टापरी, जिला किन्नौर (हि0 प्र0) ने इस अदालत में एक प्रार्थना—पत्र पेश किया है कि उसका पटवार वृत्त चगांव के राजस्व अभिलेख में परस राम नाम दर्ज है जो कि गलत है जबकि उसका नाम पंचायत अभिलेख व अन्य दस्तावेजों में पलस राम दर्ज है। जिसकी पुष्टि हेतु प्रार्थी ने नकल परिवार रजिस्टर व शपथ—पत्र प्रस्तुत किया है, प्रार्थी ने राजस्व रिकार्ड में अपना नाम पलस राम दर्ज करने हेतु अनुरोध किया है।

अतः सर्वसाधारण को इस इस इशतहार के माध्यम से सूचित किया जाता है कि यदि किसी व्यक्ति को पटवार वृत्त चगांव के राजस्व रिकार्ड में परस राम का नाम दुरुस्त कर पलस राम किए जाने में किसी को कोई उजर व एतराज हो तो वह एक माह के भीतर व तारीख पेशी 29 जुलाई, 2021 को व इससे पूर्व अपना उजर अदालत में पेश करे। अन्यथा नियमानुसार कार्यवाही की जाएगी।

आज दिनांक 29 जून, 2021 को मेरे हस्ताक्षर व मोहर सहित अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—

कार्यकारी दण्डाधिकारी (नायब तहसीलदार),
उप-तहसील टापरी, जिला किन्नौर (हि0 प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी धामी, उप-तहसील धामी, जिला शिमला (हि0 प्र0)

मुकद्दमा संख्या : 08/2021

तारीख मजरुआ : 21-06-2021

तारीख पेशी : 17-07-2021

श्री दुली चन्द पुत्र श्री राम सरन, निवासी गांव पजैल जमोगी, डाकघर ओखरू, उप-तहसील धामी, जिला शिमला (हि0प्र0)।

राजस्व अभिलेख में नाम दुरुस्ती बारे प्रार्थना—पत्र।

इस मुकद्दमे का संक्षिप्त सार यह है कि उपरोक्त प्रार्थी श्री दुली चन्द पुत्र श्री राम सरन, निवासी गांव पजैल जमोगी, डाकघर ओखरू, उप-तहसील धामी, जिला शिमला (हि0प्र0) ने प्रार्थना—पत्र इस आशय के साथ इस अदालत में प्रस्तुत किया है कि भू-राजस्व अभिलेख मौजा पंजैल जमोगी में प्रार्थी का नाम दुनी चन्द पुत्र श्री राम सरन है जो कि गलत दर्ज है जबकि प्रार्थी द्वारा दिये गये दस्तावेज भारत निर्वाचन आयोग पहचान—पत्र, शैक्षणिक प्रमाण—पत्र, परिवार नकल रजिस्टर, आधार कार्ड, शपथ—पत्र व ब्यानात वाशिन्दगान देह के अनुसार प्रार्थी का नाम दुली चन्द पुत्र श्री राम सरन है जो कि सही है।

अतः इशतहार द्वारा सूचित किया जाता है कि यदि किसी को भी उपरोक्त मुकद्दमा नाम दुरुस्ती बारे कोई भी उजर व एतराज हो तो स्वयं या लिखित तौर पर दिनांक 17-08-2021 को अपराह्न 2.00 बजे हाजिर अदालत आकर अपना एतराज पेश करें, अन्यथा यह समझा जायेगा कि किसी भी सम्बन्धित व्यक्ति को इस मुकद्दमा नाम दुरुस्ती बारे कोई उजर/एतराज न है तथा आवेदन-पत्र को अन्तिम रूप दिया जायेगा व एकतरफा कार्यवाही अमल में लाई जाएगी।

आज तारीख 17-07-2021 को मेरे हस्ताक्षर व मोहर सहित अदालत से जारी किया गया।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
उप-तहसील धामी, जिला शिमला (हि0प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी धामी, उप-तहसील धामी, जिला शिमला (हि0 प्र0)

मुकद्दमा संख्या : 05/2021

तारीख मजरुआ : 13-04-2021

तारीख पेशी : 17-07-2021

श्रीमती बती देवी पत्नी स्व0 श्री हिरदू राम, निवासी गांव सलौण, डाकघर जाबरी, उप-तहसील धामी, जिला शिमला (हि0प्र0)।

राजस्व अभिलेख में नाम दुरुस्ती बारे प्रार्थना-पत्र।

इस मुकद्दमे का संक्षिप्त सार यह है कि उपरोक्त प्रार्थिया श्रीमती बती देवी पत्नी स्व0 श्री हिरदू राम, निवासी गांव सलौण, डाकघर जाबरी, उप-तहसील धामी, जिला शिमला (हि0प्र0) ने प्रार्थना-पत्र इस आशय के साथ इस अदालत में प्रस्तुत किया है कि भू-राजस्व अभिलेख मौजा सलौण में प्रार्थिया का नाम पार्वती देवी दर्ज कागजात है जो कि गलत दर्ज है जबकि परिवार नकल रजिस्टर, आधार कार्ड, राशन कार्ड, शपथ-पत्र व ब्यानात वाशिन्दगान देह के अनुसार प्रार्थिया का नाम वती देवी पत्नी स्व0 हिरदू राम है जो कि सही है।

अतः इशतहार द्वारा सूचित किया जाता है कि यदि किसी को भी उपरोक्त मुकद्दमा नाम दुरुस्ती बारे कोई भी उजर व एतराज हो तो स्वयं या लिखित तौर पर दिनांक 17-08-2021 को अपराह्न 2.00 बजे हाजिर अदालत आकर अपना एतराज पेश करें, अन्यथा यह समझा जायेगा कि किसी भी सम्बन्धित व्यक्ति को इस मुकद्दमा नाम दुरुस्ती बारे कोई उजर/एतराज न है तथा आवेदन-पत्र को अन्तिम रूप दिया जायेगा व एकतरफा कार्यवाही अमल में लाई जाएगी।

आज तारीख 17-07-2021 को मेरे हस्ताक्षर व मोहर सहित अदालत से जारी किया गया।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
उप-तहसील धामी, जिला शिमला (हि0प्र0)।

